

Department of Conservation  
RFQ [2024-004] – California Environmental Quality Act Services



California  
**Department of  
Conservation**

# **Request for Qualifications for California Environmental Quality Act Services**

**RFQ No.: [2024-004]**

**September 6, 2024**

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## **OVERVIEW**

### **1. Overview**

#### **1.1. Introduction**

Pursuant to Government Code 4526, the California Department of Conservation (the Department) is requesting Proposals from qualified firms for California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) professional services where the California Geologic Energy Management Division (Cal GEM) acts as a lead or responsible agency under CEQA (Agreement). The professional services include preparing all types of CEQA documents, providing review and advice on the adequacy of CEQA documents prepared by others, as well as monitoring compliance when CalGEM is the lead agency and mitigation reporting is required.

During the term of the Agreement, the required services will be Task Order-based. The Firm will support the Department in carrying out the various Tasks, listed in Attachment D, Exhibit A, the Scope of Work (SOW). The Department may add additional tasks to the Scope of Work under the Agreement through future Task Orders subject to available funding and contract performance.

#### **1.2. Term/Available Funding**

The Department will award a maximum amount of \$3,200,000 for the Agreement. No warranty is made, written or implied, as to the actual amount of work that will be requested pursuant to the Agreement. The actual amount of work requested by the Department under the Agreement resulting from this RFQ may be less than what is described in the SOW.

The term of the Agreement resulting from this RFQ will not exceed five (5) years.

#### **1.3. Scope of Work**

For a detailed description of the work to be performed, see the SOW, attached in Attachment D, Exhibit A.

#### **1.4. Task Orders**

Task Order: All Work under this Agreement shall be performed by written, executed Task Orders (i.e., Task Orders signed by both Parties). Task Orders provide specifics and details of the Work described in this RFQ and will be based on the cost and rate sheet.

#### **1.5. Competitive Solicitation Process**

This RFQ is a competency-based selection process in accordance with Government Code section 4525 et seq. The evaluation/selection will be based on the factors/criteria contained in Attachments A through C.

The selection process consists of evaluating Statements of Qualifications (SOQs) and interviews in response to this RFQ. The top three (3) prospective firms will be selected for an interview based on their scored SOQ. Upon completion of the interviews, the Firms will be ranked, and negotiations will be initiated with the most qualified Firms.

Limited negotiations will be held with the most qualified Firm. In the event a satisfactory agreement cannot be negotiated, the Department will terminate negotiations with the most qualified Firm and begin negotiations with the next ranked Firm. In the event a satisfactory agreement cannot be negotiated with the second most qualified Firm, the Department will terminate negotiations with that Firm and begin negotiations with the next ranked Firm. After successful negotiations, an Agreement will be awarded.

For this RFQ, the Department is using a model agreement (Sample Agreement), attached in Attachment D. Prospective Firms are asked to use the Sample Agreement and SOW to develop their approach to responding to the RFQ. Firms must be able to comply with all terms and conditions provided in the Sample Agreement.

## **SUBMISSION PROCESS**

### **2. Procurement Schedule and Questions**

#### **2.1. Questions**

Firms requiring clarification of the intent or content of this RFQ or on procedural matters regarding the solicitation process may request clarification by submitting questions directly to Benjamin Brown at [servicecontracts@conservation.ca.gov](mailto:servicecontracts@conservation.ca.gov) on or before September 11, 2024, by 5:00 (PT). When submitting questions or requests for clarification please use the subject line:

RFQ 2024-004 – California Environmental Quality Act Services.

Written responses to all questions will be collectively compiled and posted through an official addendum on the California State Contracts Register, according to the Key Action Dates and Times section, for the benefit of all Firms. At the sole discretion of the Department, questions may be paraphrased by the Department for clarity.

#### **2.2. Firms bear sole responsibility for checking the State Contracts Register for questions and answers.**

#### **2.3. Key Action Dates**

The following schedule has been established for information purposes. All deadline times are Pacific Time Zone.

**Table 1: Key Action Dates and Times**

The following schedule has been established for information purposes. All deadline times are Pacific Time Zone.

<b>KEY ACTION DATE AND TIMES DESCRIPTION</b>	<b>KEY ACTION DATES AND TIMES</b>
RFQ Release Date:	September 6, 2024, at 3:00 PM
Written Question(s) Due By:	September 11, 2024, at 5:00 PM
Responses to Questions Posted By:	September 16, 2024, at 2:00 PM
<b>Proposals/SOQs Due By*:</b>	<b>September 20, 2024, at 5:00 PM</b>
Invitation to Interviews Sent by:	October 2, 2024
Interviews	Between October 3, 2024 and October 7, 2024
Cost Proposal/Rate Sheet due from the top ranked Firm (subject to change):	October 15, 2024
Anticipated Start Date:	October 28, 2024

\*All dates subsequent to the Proposal/SOQ deadline may be modified at the discretion of the Department without issuing a formal addendum to this RFQ.

#### **2.4. The Department's Designated Point of Contact**

The Department's Designated Point of Contact for communications concerning this RFQ shall be as follows:

Benjamin Brown

California Department of Conservation

715 P Street, MS 1807

Sacramento, CA 95814

Email: [servicecontracts@conservation.ca.gov](mailto:servicecontracts@conservation.ca.gov)

Persons intending to submit Proposals in response to this RFQ shall not contact or discuss any items related to this process with any Department staff, other than the Point of Contact listed above, either directly or through intermediaries. Failure to comply with this communication prohibition may result in disqualification. See Section 3.5, Improper Communications and Contacts, for more information.

## **2.5. Proposal/SOQ Deadline and Delivery**

### **2.5.1. Deadline**

All Proposals must be submitted and received by the Department on or before the Proposal due date identified in the Key Action Dates and Times Section 2.3 Table 1.

### **2.5.2. Electronic submission**

Firms are required to submit their Proposals electronically. The Proposal must be a single PDF and shall be printable, searchable, in a read-only format, and shall not require a password to open or print.

The file name shall include the RFQ number and Firm name as shown in the example below:

DOC 2024-004\_California Environmental Quality Services Act.pdf

The file shall be submitted via Box.com. Each Firm must email the Department's Designated Point of Contact listed in Section 2.4 of this RFQ at least two (2) Business Days before the anticipated submittal of its Proposal. The email request shall include:

Firm's team name;

Firm's email address; and

The RFQ number

After receipt of the Firm's email request, the Department's Designated Point of Contact will provide a link to the Firm to upload its Proposal to a unique cloud folder. Proposals must be received in the specified location no later than the date and time listed in Key Action Dates and Times Section 2.3 Table 1.

### **2.5.3. Hard copy submissions**

Hard Copy submissions will not be accepted.

### **2.5.4. Late submissions**

Proposals received in the Box.com account after the specified date and time listed in the Key Action Dates and Times Section 2.3 Table 1 are considered late and will not be accepted. There are no exceptions. Postmark dates of mailing, email, and facsimile



transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for delivery. Proposals received after the specified date and time will not be considered and will be unopened and returned to the Firms or, where electronically submitted, deleted. Firms are responsible for requesting a receipt or delivery confirmation for their Proposals.

## **2.6. Responsive Proposals**

To be considered responsive the Proposal must:

- a) Be compliant without material deviation from the RFQ requirements and in accordance with the terms and conditions of the Agreement.
- b) Include the documents identified on the "Required Form and Certifications Checklist" referenced on page 76.

If a Proposal does not meet all the requirements of this RFQ, it may be considered non-responsive and eliminated from further consideration.

The Department may waive immaterial deviations and the Proposal may be evaluated based on the information provided. The Department's waiver of an immaterial defect shall in no way modify the RFQ or excuse the Firm from complying with all the requirements in the Agreement.

## **2.7. Modification or Withdrawal of Proposals**

Proposals may be withdrawn or modified before the Proposal/SOQ submittal deadline by written request to the Department that is signed by the Firm or an authorized agent. A Firm may thereafter submit a new Proposal prior to the Proposal/SOQ deadline. The only method for a Firm to modify its Proposal is by withdrawing its submission in its entirety prior to the Proposal/SOQ deadline, by written notification to the Department. A complete, corrected submission package may be resubmitted prior to the Proposal/SOQ deadline. Modifications offered in any other manner will not be considered.

## **2.8. Rejection of Proposals**

This RFQ does not commit the Department to award a contract, to pay any costs incurred in the preparation of a Proposal in response to this RFQ, or to procure or contract for services or supplies. The Department reserves the right to accept or reject any or all Proposals received as a result of this RFQ, to negotiate with any qualified Firm, or to modify or cancel in part or in its entirety the RFQ if it is in the best interest of the Department to do so.

## **SELECTION PROCESS**

### **3. Selection Process and Additional Information**

### **3.1. Minimum Qualifications**

The Firm must:

- a) Be permitted to provide environmental services in the State of California (CA), pursuant to Government Code section 4525, subdivision (f).
- b) Qualified to do business within the State of California (registered with the Secretary of State).
- c) Have a minimum of five (5) years of experience in preparing environmental documents in accordance with CEQA and NEPA.
- d) Not be listed as one of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

### **3.2. Evaluation and Selection**

The following summarizes the Proposal/SOQ Review, Evaluation, and Negotiation processes.

#### **3.2.1. Statement of Qualifications Review**

The Department shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 4 and Attachments A through C. Failure to meet the material requirements of this RFQ will result in the rejection of the SOQ. SOQs that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Firm, may be rejected.

#### **3.2.2. Minimum Qualification Screening**

The Firm must submit all of the required information as described in Attachment A: Minimum Qualifications Checklist. All of the information identified must be included for the SOQ to be considered responsive. SOQs with missing or incomplete information may be rejected. If a Firm passes this phase, the Evaluation/Selection Committee will evaluate the SOQ based on the criteria described in Section 4 and in Attachment B and determine a consensus score for each criterion. The minimum qualifications screening process is subject to the Department's sole discretion and the Department reserves the right, but is not required, to advance Proposals due to the Department's waiver of a defect or pending subsequent resolution of a defect.

#### **3.2.3. Interviews Evaluation**

Following the evaluation of SOQs, the Department will invite selected Firms to participate in Interviews. Interviews with the Evaluation/Selection Committee will be held with no fewer than the top three (3) rated Firms, unless fewer than three (3) SOQs

are received. The Department may require some or all of the selected Firms' Key Personnel nominees to participate in the Interviews. The Evaluation/Selection Committee will evaluate the Interviews based on the criteria described in Attachment C and determine a consensus score for each criterion.

### **3.2.4. Final Scoring**

At the conclusion of the SOQ evaluation and Interviews, the Evaluation/Selection Committee will rank the Firms on the basis of total weighted SOQ score (60 percent) plus total weighted Interview score (40 percent) and recommend the Firm with the highest final score for award of the Agreement. For example, if a Firm scores 75 on its SOQ and 80 on its Interview, then its final score would be:

$$(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$$

### **3.2.5. Agreement Negotiation Process**

At the conclusion of the Final Scoring process, the Department will request a Cost Proposal/Rate Sheet from the top-ranked Firm, which will be due to the Department within five (5) Business Days. (Further details are provided in Attachment 1 to Exhibit B of the Sample Agreement, included as Attachment D to this RFQ.) The selected Firm shall provide the Cost Proposal/Rate Sheet for the selected Firm and all proposed Subcontractors. In addition, the top-ranked Firm must submit a payroll register for each proposed employee.

The Department will enter into limited cost negotiations with the top-ranked Firm. If limited cost negotiations are unsuccessful, The Department will terminate all discussions with the top-ranked Firm and, following the same Agreement Negotiation process, enter into limited cost negotiations with the next highest ranked Firm and so on sequentially. After completion of successful negotiations, the Department shall recommend a Firm for Agreement award. Costs and budgetary matters shall be in accordance with Exhibit B of Attachment D.

### **3.2.6. No Agreement Until Signed and Approved**

No Agreement between the Department and the successful Firm is in effect until the Agreement, including related forms, is signed by the Firm and signed by the Department.

### **3.2.7. Debriefings**

Each Firm may request a debriefing with the Department's Designated Point of Contact. The meeting must be requested within ten (10) Business Days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for Firms to receive feedback regarding their own SOQ and Interview performance, which may provide insight for use in future solicitations. Debriefings will be held after the procurement process ends, which is when the Agreement has been executed. Debriefings will not be used as a forum to protest the outcome of Department's

procurement, and meetings that become confrontational or argumentative will be terminated.

### **3.3. Cost information**

No cost information should be submitted in the RFQ. The most qualified Firm will be asked to submit a detailed cost proposal at a later time.

### **3.4. Rate Sheet**

The Firm will be required to perform the services at the rates identified in a rate sheet that will be negotiated after the most qualified Firm is selected.

### **3.5. Improper Communications and Contacts**

The following rules of contact shall apply to all Firms during this procurement, beginning the date of issuance of this RFQ and ending either upon execution of the Agreement resulting from this procurement or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact and communications include, but are not limited to, face-to-face interactions, telephone calls, use of web-based meeting platforms (including viewing/sharing information on screen), text message/SMS, facsimile, email, electronic messaging of any kind, or formal written communication, either directly or through an intermediary.

The specific rules of contact are as follows:

After submittal of Proposals, no Firm, or any of its team members, may communicate with another Firm or its team members with regard to the RFQ or any other team's SOQ with the exception of Subcontractors that are shared between two or more Firm Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Firms establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams. Contact among Firm organizations is allowed during the Department sponsored informational meetings. Protocols established to ensure that Subcontractors do not act as conduits of information between teams are subject to the Department review and approval, at the Department's discretion.

Firms shall correspond with the Department regarding the RFQ only through the Department's Designated Point of Contact. Except for communications expressly permitted by this RFQ, or approved in advance by the Department, no Firm or representative thereof shall have any ex parte communications or contact regarding the RFQ or the procurement described herein with any member of the Department. This includes any of the Department's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement.

The foregoing restrictions shall not, however, preclude or restrict communications about matters unrelated to the RFQ, or the procurement, or from participating in public meetings with the Department.

Any communication determined to be improper, at the sole discretion of the Department, may result in disqualification.

The Department will not be responsible for any oral exchange or any other information or exchange that occurs outside of the official RFQ process.

### **3.6. Addenda**

The Department reserves the right to amend the RFQ by addendum before the Proposal/SOQ submission deadline. It is the responsibility of the Firm to check the California State Contract Register for all addenda.

### **3.7. Subsequent Solicitations**

The services described herein are not exclusive, and the Department reserves the right to enter into other agreements covering the same or similar services, or to perform the same or similar services itself or through its agents.

### **3.8. Disposition of Proposals**

Proposals become the property of the State after being submitted to the Department. Once an Agreement is awarded, Proposals will become a public record and may be publicly released in accordance with the California Public Records Act.

### **3.9. Preference Programs**

Monetary incentive programs are not applicable to this RFQ because cost is not a scored element. The selection process is competency based in accordance with Government Code section 4525 et seq. Therefore, the following incentive programs do not apply to this RFQ:

Disabled Veterans' Business Enterprise (DVBE) incentives (Military & Veterans Code, §§ 999 and 999.5, subd. (d)).

Small Business incentive (Cal. Code Regs., tit. 2, § 1896.8, Gov. Code, § 14835 et seq).

TACPA preferences pursuant to Government Code sections 4530-4535.3.

#### **3.9.1. Small Business Preference**

The Department encourages certified small businesses to submit Proposals. However, the selection process is competency based in accordance with Government Code section 4525 et seq. and cost is not a score element. Therefore, the preference cannot be applied to this selection process.

Firms are strongly encouraged to partner with qualified certified small business to foster the State's goal of promoting the small business community.

The rules and regulations of this law, including the definition of a small business, are contained in Title 2, California Code of Regulations, Sections 1896 et seq. Additional information is available from the DGS, [Office of Small Business Certification and Resources \(OSBCR\)](#) at (916) 323-5478.

### **3.9.2. Disabled Veterans' Business Enterprise (DVBE) Incentive**

The selection process is competency based in accordance with Government Code section 4525 et seq. Costs are negotiated with the most qualified firm. Therefore, the DVBE incentive is not being applied to this solicitation.

The Department of General Services, [Office of Small Business and Disabled Veteran Business Enterprise Services \(DGS-OSDS\)](#) is the state's certifying agency that oversees the Small Business (SB), Small Business for the Purpose of Public Works (SB-PW), and Disabled Veteran Business Enterprise (DVBE) certification programs.

### **3.9.3. Commercially Useful Function**

A certified small business, micro-business, or DVBE must meet commercial useful function (CUF) requirements under Government Code section 14837, subdivision (d)(4). Selected firms must perform a "commercially useful function" relevant to this RFP. A Contractor is deemed to perform a CUF by executing all of the following:

Is responsible for the execution of a distinct element of the work of the Agreement.

Carries out contractual obligations by performing, managing, or supervising the work involved.

Performs work that is normal for its business services and functions.

Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices.

Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, and, if applicable, making payment. Its role is not an extra participant in the transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

The Department will determine, to the best of its ability, that the Firm meets the criteria above for a CUF. In responding to this RFP, the Firm is confirming that, under Government Code 14837, subdivision (d)(4), its business provides goods and/or services that meet the definition of a CUF. All Firms are required to provide CUF documentation

using the Bid/Bidders Declaration, included in this RFP. When completing the declaration, Firms must identify all Subcontractors proposed for participation in the contract. Any Firm awarded an Agreement is contractually obligated to use the Subcontractor for the corresponding work defined unless the Department agrees to a substitution.

### **3.10. Generative Artificial Intelligence (GenAI) Technology Use & Reporting**

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder/Firms must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or Subcontractors.

The State has developed a GenAI Reporting and Factsheet (STD 1000) to be completed by the Bidder/Firm.

Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder / Offeror / Contractor.

Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder's/Firm's GenAI Reporting and Factsheet (STD 1000), the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

### **3.11. Payee Data Record**

The Firm awarded the contract must complete and submit form STD 204 Payee Data Record, listing their taxpayer identification number if the Department does not have a current copy on file.

*No payment will be made unless the Payee Data Record form has been completed and returned to the Department.*

### **3.12. Contractor Certification Clauses (CCC 04/2017)**

The Firm awarded the Agreement must complete and submit the Contractor Certification Clauses form (CCC 04/2017) if the Department does not have a current copy on file.

No payment will be made unless the Contractor Certification Clauses form has been completed and submitted to the Department.

### **3.13. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

### **3.14. Tax Delinquent Verification Status**

Effective July 1, 2012, California Public Contract Code section 10295.4 requires state agencies to verify the tax delinquent status of Firms responding to state solicitations.

At the time of Proposal evaluation, prior to Agreement award and execution, the Department will verify all proposing Firms and identified Subcontractors are not listed as tax delinquent by the Franchise Tax Board and the California Department of Tax and Fee Administration. Any proposing Firms or Subcontractor listed as tax delinquent shall result in a Proposal rejection and will not be considered for Agreement award. Proposing Firms wanting further clarification can refer to the statute above or the websites listed below for additional information.

[California Department of Tax and Fee Administration – Top 500 Sales Tax and Use Delinquencies in California.](#)

[Franchise Tax Board – Top 500 Delinquent Tax Payers.](#)

## **PROPOSAL/SOQ REQUIREMENTS**

### **4. Proposal and SOQ Requirements**

#### **4.1. General Requirements**

The SOQ must be typed. Forms and Certifications may be completed in ink, though providing typed Forms and Certifications is preferred. All documents contained in the original SOQ package must be manually or digitally signed by a person who is authorized to bind the Firm or Firm Team member, as applicable. All additional SOQ packages may contain photocopies of the original package. Emailed or faxed SOQs are not acceptable and will not be considered.

SOQ requirements and guidelines:



Documents should be prepared in single-spaced type, 12-point Century Gothic font, on equivalent of 8-1/2 x 11 sheets. Smaller font may be used for graphics labels, charts, figures, tables, and footnotes. A page is a single side of an 8-1/2 x 11 sheet. Should the Firm wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs, and schedules, it should do so sparingly. Large format pages will be included in the page limit.

Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 10, Page 2 of 10). Pages should be numbered at the bottom of the page.

The SOQ shall be no more than twenty (20) pages in length, exclusive of the following, which are not included in the page count: the table of contents; transmittal letter; resumes as required by Section 4.4.1; environmental documents as required by Section 4.4.3; contact information for references as required by Section 4.4.5; and the Forms and Certifications.

Brochures, extraneous publications, such as published articles, directories, lengthy client lists, and miscellaneous materials not specifically requested will not be evaluated.

Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.

If submitting as a team, note which entity is the prime Firm or lead joint venture partner, if applicable.

The SOQ must be a pdf and must be divided into sections as follows:

A blank page should precede each section; these blank pages will not be counted within the page count.

Each section must be bookmarked within the electronic file.

At a minimum, the items described in the sections below must be addressed:

Transmittal Letter

Executive Summary

Contents of the SOQ

Sections in the SOQ should be presented in the same order as they appear in this RFQ.

#### **4.2. Transmittal Letter**

The SOQ shall be transmitted with a letter that must identify, be signed by, and include the contact information for an owner, officer, or other duly authorized representative authorized to bind the Firm contractually and shall contain a statement that indicates

the SOQ is complete and accurate. The Transmittal Letter shall also provide the following: names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Firm. Neither the Transmittal Letter, nor the attachments to the Transmittal Letter in this Section, will be included in the page count. The Firm shall affirm in the Transmittal Letter that the Minimum Qualifications described in this Section are met.

The Transmittal Letter must include the following:

The Firm and all Subcontractors that the Firm intends to use to perform services under the Agreement shall be qualified to do business in the State of California. Firms shall attach to the Transmittal Letter copies of Certificates of Status issued by the California Secretary of State within thirty (30) days before the SOQ deadline, confirming the Firm's and any Subcontractor's business registration status where applicable. Firms that are not required to register with the Secretary of State shall attach a valid and current business license to operate in each city and county in which the Firm will be providing services.

The Firm shall identify the Firm's Project Manager assigned to manage any Agreement awarded pursuant to this RFQ. The Firm's Project Manager may also serve in a Key Personnel position.

All known Subcontractors shall be identified on Form 3 (Bid/Bidder declaration). The successful Firm will be permitted to add additional Subcontractors as allowed by the Agreement during the term of the Agreement.

The Firm shall affirm in the Transmittal Letter that it has or is able to obtain the required insurance specified in the Sample Agreement (Exhibit E of Attachment D of this RFQ). Certificates of insurance are due to the Department from the successful Firm prior to the execution of any Agreement resulting from this procurement. The Firm shall attach to the Transmittal Letter all required Forms and Certifications. All Forms and Certifications shall be included in the order in which they are provided in this RFQ.

The Firm shall affirm in the Transmittal Letter that it or any of its constituent entities, has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five (5) years.

The Firm shall attach to the Transmittal Letter a commitment from each identified Subcontractor, including any relevant licenses and positions in which the Subcontractor is anticipated to work.

### **4.3. Executive Summary**

Firms must provide an Executive Summary, preferably not exceeding three (3) pages in length, stating key points of its SOQ that the Firm believes highlights its qualifications to provide the services covered under this RFQ. As such, the Executive Summary may

emphasize the Firm's strengths as fully described in the balance of the SOQ.

#### **4.4. Contents of the SOQ**

##### **4.4.1. Staffing Education and Experience**

Staffing Qualifications, Education, and Experience (No page limit). Provide a Personnel Narrative that includes:

A resume for each proposed project team member.

Each resume must include:

Name of each key person and title.

Project assignment or role which that person will be expected to fulfill in connection with the Scope of Work.

Name of the firm or organization with whom that individual is presently associated.

Years of relevant experience with present firms and other firms.

Highest academic degree achieved, and the discipline covered (if more than one highest degree, such as two PhDs, list both), the year received, and the particular technical/professional discipline that individual will bring to the project.

Synopsis of experience, training, or other qualities.

The relevant experience of the proposed Project Manager or Principal proposed Deputy Project Manager, and major team members. Care should be taken to limit resumes to only those personnel specialists who will have major responsibilities (e.g., Air Quality, Water Quality, Geology and Soils, Mineral Resources, and Engineering).

Provide an organization chart for the Work that includes all individuals who will be designated as the Firm Principal(s), Project Manager(s), and Senior employees of the Firm and Subcontractors. The organization chart should show the proposed relationships between the Firm Principal(s), Project Manager(s), Senior and key personnel, support staff, and other resources that are expected to participate in the Work.

##### **4.4.2. The Firm's Qualifications and Experience**

###### **4.4.2.1. General Qualifications**

The Firm must demonstrate it has knowledge of sensitive environmental and community issues associated with California with a focus on oil, gas, and geothermal extraction and uses; experience in aesthetics, biology, land use, population, water quality, visual

effects, noise, traffic, air quality, cultural resources, hazardous materials, mineral resources, geology/soils, population/housing, public services, tribal cultural resources, utilities/service systems and recreation; CEQA experience, particularly efficient management of complex and controversial CEQA projects including management of public participation and of mitigation monitoring and reporting plans. Subconsultants that meet the minimum qualification described in this section are allowed.

This includes knowledge and experience in all subject areas that a CEQA Lead or Responsible Agency must consider and evaluate, including all resource areas under the Environmental Checklist Form (Cal. Code Regs., tit. 14, § 15000 et seq., Appendix G). The Firm must have the ability to provide staff who can address all areas of expertise mentioned in SOW.

Therefore, the Firm must have a wide range of expert services available and be able to provide services in the following areas:

#### Resources Area Expertise

Aesthetic and scenic resources analysis

Agriculture and forest resources analysis

Air quality analysis

Biological resources analysis

Climate change analysis

Greenhouse gas emissions analysis

General and community planning analysis

Cultural, archeological, and paleontological resources analysis

Energy analysis

Environmental justice analysis

Geology and soils analysis

Hazards and hazardous materials analysis

Environmental toxics and hazards due diligence, remediation plans for environmental hazards, and required permits.

Hydrology and water quality analysis

Land use and planning analysis

Mandatory findings of significance analysis

Mineral resources analysis

Noise and vibration analysis

Population and housing analysis

Public health analysis

Public services and infrastructure analysis

Recreational resources analysis

Transportation analysis

Tribal cultural resources analysis

Utilities and service systems analysis

Wildfire and wildfire risk analysis

Consulting Expertise

Conceptual mitigation plans and recommendations

Environmental impact analyses and specialized environmental studies

Monitoring and reporting on mitigation measures, compliance, etc.

Obtaining permits and approvals from relevant agencies

Preparation of all or portions of environmental documents required by CEQA, NEPA, and regulatory and federal agencies (including permit support, graphics, presentations, public noticing, records of decision, all required filings, data management including preserving data for public records and website creation and management)

Preparation of other documents including, but not limited to:

Initial budget assessments

Project budgets

Public notices (including for state and federal environmental review)

Project approval documentation

State and federal permits

#### **4.4.2.2. Required Qualifications**

The Department, as a CEQA Lead or Responsible Agency, primarily performs environmental review, evaluation, coordination, and prepares documentation to support the CEQA review of oil, gas, and geothermal extraction permit applications and other related environmental review activities.

The following shall be considered when scoring the Firm:

Knowledge and experience in all aspects of the CEQA and NEPA processes, relevant federal, state, and local laws, regulations, and policies, including, but not limited to, the National Historic Preservation Act, California and federal Endangered Species Acts, and California and federal water quality, air quality, and cultural resource laws.

Demonstrated experience of the Firm in development of high quality, legally defensible environmental documents in the oil, gas, and geothermal extraction industry.

Knowledge and experience in natural resource regulation and the permitting processes.

Experience that includes the writing and directing the preparation of environmental documents in compliance with CEQA Guidelines and/or as principal reviewer for a public agency for a minimum of three (3) years.

Experience and ability of the proposed Project Manager to keep the Project on budget, and to communicate Project status, issues, and concerns with the Department's Project Manager.

Experience with the California accessibility requirements.

#### **4.4.3. Desired Qualification**

The Firm has prior experience successfully and collaboratively working with federal agencies and agencies within California, who serve as Lead and Responsible agency in reviewing permit applications for resource development. Experience with oil, gas, and geothermal, as well as in depth experience using WellSTAR. Experience writing and directing the preparation of groundwater investigation reports in compliance with CEQA.

#### **4.4.4. Past Work**

The Firm shall provide previous experience of the prime consultant and subconsultant in performing the work described in Section 4.4.2, Qualifications and Experience. Firm must include a description of at least five (5) examples of work successfully completed and filed with the State Clearinghouse within the past five years that demonstrate the Firm's

competence to perform work similar to that required. (NOTE: digital “links” to examples of environmental document work products that are readily accessible to reviewers are acceptable).

Additionally, the discussion of past experience should explain how the Firm meets the following past experience criteria:

Experience performing the tasks within the SOW provided in Attachment D, Exhibit A;

Demonstration of cost saving methodologies used on past projects; and

Demonstration of successful and repeatable past approaches to delivering high-quality outcomes within schedule constraints.

#### **4.4.5. References**

The Firm shall provide names, addresses, and telephone numbers for at least three (3) clients for whom the Firm has performed the relevant services on projects of similar scope and complexity to support the past experience provided in response to Section 4.4.3 of this RFQ. Multiple references may be needed for each demonstrated service category, and Firm's should identify what type of services were provided for each reference so that the Department can discuss such past work with the reference. Contact information for the references should be attached to the Transmittal Letter; all other information regarding references and past performance shall be attached to the body of the SOQ and be included in the page count. As further detail, for each reference project identified, the Firm shall provide the following information:

The name of the client;

The title of the project or assignment;

Current contact phone numbers and email addresses for the client;

The scope of the project;

The name of the Firm Team member that worked on the project;

The start and end dates of the Firm Team member's work on the project;

A summary statement for each project; and

Examples of innovative approaches that contributed to project quality, safety, and/or cost or schedule savings.

#### **4.4.6. Firm's Capacity**

The Firm's ability to efficiently perform the Work within project timelines is an important criterion for this solicitation. Given the Department's goals to accomplish as much Work

as possible under the Agreement, Firms will be evaluated on their organizational capacity. Firms must discuss their other anticipated commitments, intentions, and activities during the term of the Agreement, and how they will accomplish the Work despite these other commitments and activities. Simple statements that the Firm does not anticipate any other commitments or activities during the Agreement term will not necessarily be scored favorably without further explanation.

Firms should also discuss their organizational capacity, including but not limited to, staff resources, equipment/supply availability, and their ability to efficiently mobilize resources in response to Task Orders. Firms should highlight any prior experience overcoming staff, equipment, supply or other resources challenges in similar projects and how such experience will translate to the Work.



**Attachment A: Minimum Qualifications Checklist**

#	Minimum Qualification	Yes	No
1.	Was the Proposal received no later than the date and time listed in Table 1?		
2.	Did the Firm submit an electronic version of its Proposal to the Department's cloud folder? Is the electronic PDF file printable, searchable, bookmarked, and read-only? Can the PDF be opened and printed without a password?		
3.	Is the SOQ typed?		
4.	Is the SOQ no more than twenty (20) pages in length, exclusive of the transmittal letter, Key Personnel resumes, past environmental documents, contact information for references, the Forms and Certifications, and table of contents?		
5.	<p>Did the Firm submit a Transmittal Letter with the following information?</p> <p>Proof of valid and appropriate registration as qualified to do business in California;</p> <p>Identification of a Project Manager;</p> <p>Resumes for all identified Key Personnel;</p> <p>All necessary information and forms required;</p> <p>Affirmation that the Firm has, or is able to obtain, the required insurance, specified in the Sample Agreement in Attachment D of this RFQ;</p> <p>References as required in Section 4.4.5;</p> <p>Affirmation that Firm, or its constituent entities, has not been terminated from another contract for default or has not received a civil judgment or criminal conviction in the past five (5) years;</p> <p>A letter of commitment from each identified Subcontractor, including relevant licenses and positions in which the Subcontractor is identified to work;</p> <p>A statement that the Firm's SOQ is complete and accurate; and</p>		

	Affirmation that the Minimum Qualifications of Sections 3.1 and 4.4.2 of this RFQ have been met.		
6.	Form/Certification 1: Required Form/Certification Checklist		
7.	Form/Certification 2: Bid/Bidder Certification Sheet		
8.	Form/Certification 3: Bid/Bidder Declaration		
9.	Form/Certification 4: California Civil Rights Laws Certification		
10.	Form/Certification 5: Disabled Veteran Business Enterprise Declaration (DVBE team members)		
11.	Form/Certification 6: Darfur Contracting Act Certification		
12.	Form/Certification 7: Iran Contracting Certification		
13.	Form/Certification 8: Small Business Preference and Certification Request (STD 811)		
14.	Form/Certification 9: CCC-04/2017 and STD 204		
15.	Form/Certification 10: STD1000 GenAI Reporting & Factsheet		
16.	Is the Firm listed as tax delinquent by the Franchise Tax Board and/or the California Department of Tax and Fee Administration?		

**Attachment B: Statement of Qualifications Evaluation Criteria/Technical Evaluation (100 points possible)**

Criteria*	Maximum Score	Firm's Score*
<p>1. <b>PERFORMANCE AND EXPERIENCE</b></p> <p>The quality, depth, and relevance of the following items:</p> <p>The Proposal demonstrates experience in all subject areas that a CEQA Lead or Responsible Agency must consider and evaluate, including all resources areas under the Environmental Checklist Form, Appendix G. (8 Points)</p> <p>Demonstrated experience working with the National Historic Preservation Act, State and federal Endangered Species Acts, and State and federal water quality, air quality, and cultural resource laws. (8 Points)</p> <p>Experience performing the Work required for the Project for Subcontractors employing Key Personnel. (8 Points)</p> <p>Firm examples of applicable cost savings and schedule improvement methodologies utilized on past projects. (3 Points)</p> <p>Firm examples of successful and repeatable past approach to delivering high-quality products with schedule constraints. (3 Points)</p>	<p><b>30</b></p>	

2.	<p><b>ORGANIZATION AND KEY PERSONNEL</b></p> <p>The extent to which:</p> <p>The proposed project organization presents a clear and logical framework. (2 Points)</p> <p>The proposed team structure demonstrates a cohesive team with effective communication within its organization. (3 Points)</p> <p>The management approach is responsive to the RFQ requirements. (2 Points)</p> <p><b>KEY PERSONNEL AND ROLES</b></p> <p>The extent to which:</p> <p>The Project Manager has the individual qualifications, professional skills, and sufficient experience to effectively lead and manage the Project. (2 Points)</p> <p>The qualifications and professional skills of the Key Personnel (except for the Project Manager, which is evaluated in [(d)] above) are appropriate for the roles assigned. (3 Points)</p> <p>The past experience of the Key Personnel is sufficient to demonstrate the ability to effectively deliver the Work required for the Project. (3 Points)</p>	15	
3.	<p><b>UNDERSTANDING OF PROJECT REQUIREMENTS</b></p> <p>The extent to which:</p> <p>The Firm demonstrates an understanding of the Work required for the Project. (10 Points)</p> <p>The Firm demonstrates an understanding of potential challenges and appropriate methods/approaches for overcoming challenges. (10 Points)</p>	20	

4.	<p><b>EXPERIENCE, UNDERSTANDING, AND PRESENCE IN THE OIL, GAS, AND GEOTHERMAL EXTRACTION INDUSTRY</b></p> <p>The extent to which:</p> <p>The Firm demonstrates practical knowledge of the unique characteristics, settings, historical practices, and challenges that may be issues associated with oil, gas, and geothermal extraction. (6 Points)</p> <p>The Firm has experience working on similar projects and working with state or local agencies (cities/counties) on oil, gas, and geothermal extraction permitting and regulation. (4 Points)</p>	10	
5.	<p><b>ORGANIZATIONAL CAPACITY</b></p> <p>The extent to which:</p> <p>The Department has confidence that the Firm can accomplish the Work considering the Firm's other anticipated commitments, intentions, and activities during the term of the Agreement. (5 Points)</p> <p>The Firm has organization capacity with appropriate staff resources, equipment and supply, and mobilization capability to ensure the Work is effectively and efficiently completed within project deadlines. (10 Points)</p>	15	
6.	<p><b>Work Product</b></p> <p>The extent to which:</p> <p>The Firm provides quality writing examples of past environmental analysis. (5 Points)</p> <p>The writing examples demonstrate quality technical analysis, understanding of permitting acquisition, scoping, and project planning. (5 Points)</p>	10	
<b>Total SOQ Score</b>		<b>100</b>	
<b>Total Weighted Score with 60% Weighting Factor (SOQ Score x 0.6)</b>		<b>60</b>	

\* NOTE: These criteria are 60 percent of the final score.

\*\*NOTE: References will be checked and will be used to inform the scores above.

**Attachment C: Criteria for Evaluation of Interviews and Final Score Worksheet**

<b>Criteria*</b>		<b>Maximum Score</b>	<b>Firm's Score</b>
1.	<p><b>PRESENTATION</b></p> <p>Quality and appropriateness of the presentation. (5 Points)</p> <p>Appropriate speakers relative to Project challenges. (5 Points)</p> <p>Project Manager leadership and management of the team. (5 Points)</p>	<b>15</b>	
2.	<p>Project Manager's understanding of the challenges and requirements of the Project. (7 Points)</p> <p>Project Manager's knowledge and understanding of the Project. (6 Points)</p> <p>Understanding of Key Personnel of the Project challenges and requirements. (6 Points)</p> <p>Knowledge and understanding of Key Personnel of the Work in their respective areas of expertise. (6 Points)</p>	<b>25</b>	
3.	<p><b>RESPONSIVENESS TO QUESTIONS</b></p> <p>Quality and thoroughness of response to question number 1.</p> <p>Quality and thoroughness of response to question number 2.</p> <p>Quality and thoroughness of response to question number 3.</p> <p>Quality and thoroughness of response to question number 4.</p> <p>Quality and thoroughness of response to question number 5.</p> <p>Quality and thoroughness of response to question number 6. (Questions will be weighted between 5 and 15 Points each)</p>	<b>60</b>	

<b>Total Interviews Score:</b>	<b>100</b>	
<b>Total Weighted Interview Score with 40% Weighing Factor (Interview Score x 0.4)</b>	<b>40</b>	

\* NOTE: These criteria are 40 percent of the final score.

<b>Total Score for Statement of Qualifications and Interview</b>	<b>Maximum Score</b>	<b>Weighted Score</b>
<b>Total Weighted SOQ Score</b>	<b>60</b>	
<b>Total Weighted Interview Score</b>	<b>40</b>	
<b>Final Score</b>	<b>100</b>	

Final Score Example

If a Firm scores 75 on its Statement of Qualifications and 80 on its Interview, then the final score would be:  $(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$

**Attachment D: Sample Agreement, including Exhibits A–E**

The Sample Agreement is attached as Attachment D to this RFQ.

The Sample Agreement is comprised of STD 213 and Exhibits A–E.

Exhibit A: Scope of Work

Attachment 1: Definitions

Attachment 2: Key Personnel

Exhibit B: Budget Detail and Payment Provisions

Attachment 1: Cost and Rate Sheet

Exhibit C: General Terms and Conditions

Exhibit D: Special Terms and Conditions

Exhibit E: Additional Provisions



**[PLACEHOLDER PAGE FOR STD 213 – THE FOLLOWING IS A SAMPLE, DO NOT COMPLETE OR SUBMIT WITH THE SOQ]**

**SCO ID:** 3480-2024002

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 2024-002	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
Department of Conservation

CONTRACTOR NAME  
CONTRACTOR NAME

2. The term of this Agreement is:

START DATE  
START DATE

THROUGH END DATE  
END DATE

3. The maximum amount of this Agreement is:  
\$3,211,976.07 (Three million two hundred eleven thousand nine hundred seventy six dollars and seven cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	TBD
Exhibit A	Attachment 1: Definitions	TBD
Exhibit A	Attachment 2: Key Personnel	TBD
+ - Exhibit B	Budget Detail and Payment Provisions	TBD
+ - Exhibit B	Attachment 1: Cost and Rate Sheet	TBD
+ - Exhibit C *	General Terms and Conditions	TBD
+ - Exhibit D	Special Terms and Conditions	TBD
+ - Exhibit E	Additional Provisions	TBD

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
CONTRACTOR NAME

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
DESIGNATED SIGNED	DESIGNATED SIGNED TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Department of Conservation  
 RFQ [2024-004] – California Environmental Quality Act Services

Reset Form

Print Form

SCO ID: 3480-2024002

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
2024-002	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME				
Department of Conservation				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
715 P Street, MS 1807		Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING		TITLE		
DESIGNATED SIGNEE		DESIGNATED SIGNEE TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		
		SCM Vol. 1 Section 4.04 (A)(1)		

## EXHIBIT A: SCOPE OF WORK

### Background and Purpose

#### Agreement

This **AGREEMENT** is between the Department of Conservation (Department), an agency of the State, and \_\_\_\_\_ a [form of entity] (Firm). The Department and Firm are collectively referred to herein as the "Parties," or individually as "Party." The purpose of this Agreement is for the Firm to provide professional engineering, environmental, and other services related to the compliance with the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.) when the Department is required to act as a Lead or Responsible Agency for CEQA projects (California Code of Regulations, title 14, § 15378).

The Firm will prepare all types of CEQA documents, as well as providing review and advice on the adequacy of CEQA documents prepared by others.

#### Inquiries

All inquiries during the term of this Agreement will be directed to the Project Managers identified as follows:

<b>Department of Conservation</b>	<b>Firm</b>
Project Manager:	Project Manager:
Address:	Address:
Phone:	Phone:
Email:	Email:

The Project Managers may be changed without amendment as specified in, Section 2.4 of this Agreement.

### Scope of Work

#### Introduction

The purpose of the Agreement is for the Department to retain CEQA consulting services to support the Department's compliance with CEQA when the Department needs to act as a Lead or Responsible Agency for projects. The services include preparing all types of CEQA documents, as well as providing review and advice on the adequacy of CEQA documents prepared by others, including project applicants and other Lead

and Responsible Agencies, for use by the Department. The Firm will assist the Department in carrying out various activities described in this Scope of Work.

Therefore, the Department requires the services of a Firm with expertise in all subject areas that a CEQA analysis must consider and evaluate to ensure that the Department meets its legal obligations as a Lead or Responsible Agency pursuant to CEQA.

### General

The Firm shall primarily support the Department's California Geologic Energy Management Division's (CalGEM) CEQA Program in reviewing, evaluating, documenting, and commenting on permit applications for oil and gas and geothermal activities. The Department may serve as a CEQA Lead or Responsible Agency when it is asked to issue these discretionary permits for oil and gas and geothermal development.

On occasion, the Firm will work with the Department's other divisions to support their compliance with CEQA, including the California Geological Survey, Division of Land Resource Protection, and Division of Mine Reclamation.

### Governance

Nothing in this Agreement affects the exercise of independent judgment by the Department as required by CEQA. The Firm will make recommendations to the Department; however, all conclusions, final decisions, findings, and similar decisions will be made by the Department alone. The Firm will take direction from the Department and perform services and activities (Work) consistent with this direction, even if the Firm, including its legal expert(s), disagrees with that direction.

The Work completed by the Firm is paid by the Department but may be funded through reimbursement agreements with project applicants. The Firm works exclusively for the Department in relation to the Work. The Firm will not communicate with project applicants regarding the Work unless specifically authorized in writing by the Department to do so.

Upon execution of a Task Order, the Department will issue a Notice to Proceed (NTP) approving the start of work on the project by the Firm. The Department's Project Manager will email the NTP to the Firm's Project Manager identifying the date the work may begin. See *Section 4 of this Scope of Work*.

The Firm will submit each prepared document to the Department in draft electronic form in accordance with CalGEM's CEQA Program Standard Operating Procedures (SOPs). The Department will review the draft document, exercise its independent judgment and discretion, and provide the Firm with written comments and/or edits, or otherwise approve the document. The Firm will address all Department comments and/or edits and incorporate them into the draft document. There may be instances when multiple drafts are required before the Department determines that a document is final.

The Firm will ensure that all documents and notices provided to the Department are accessible, as defined by State and federal accessibility standards. All documents that are in a final form should be assumed that they could be published electronically or on the Internet, and therefore must meet the requirements of Government Code sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG) of the World Wide Web Consortium. The Firm will need to reference the set of standards documents that interpret the WCAG principles.

The Firm will prepare, post, and/or deliver notices and filings consistent with CEQA public review requirements after having received written approval from the Department's Project Manager pursuant to the Task Order. The Firm will notify the Department's Project Manager within two (2) business days after completion of the posting, delivery, or filings.

The Firm will prepare the required documents for filing with the Governor's Office of Planning and Research (OPR) and at each county clerk's office for each county where the project is located, where applicable, pursuant to the Task Order. When documents must be filed, the Firm will do so after having received written approval from the Department's Project Manager. The Firm will notify the Department's Project Manager of the filing within two (2) business days after the filing.

### Standards

Provide a professional level of review of all deliverables to assure quality and technical accuracy.

Ensure staff performing the duties associated with this Agreement have the education or background expertise required to complete Task Orders. Any change to staff or Subcontractor after execution of the Agreement must be approved by the Department's Project Manager prior to a staffing or Subcontractor change.

Comply with all applicable statutes and regulations, policies, procedures, guidelines, and quality control standards listed in this Scope of Work.

Consult with agencies in determining the applicability of their laws and regulations to oil and gas or geothermal drilling operations.

### Task Orders

All Work under this Agreement shall be performed pursuant to written, executed Task Orders (i.e., Task Orders signed by both Parties). Task Orders provide specifics and details of the Work described in this Agreement and a cost and rate sheet.

The Department will draft Task Orders, or, if requested by the Department, the Firm shall draft Task Orders. After review and agreement by both Parties, each Task Order shall be signed first by the Firm's Project Manager and then by the Department's Project Manager.

Each Task Order shall include, as applicable:

A list of services to be performed;

A schedule of tasks and deliverables and Task Order period of performance, none of which shall include dates beyond the end date of this Agreement;

Performance criteria for the services and deliverables;

A Task Order cost estimate, which includes:

Fixed costs for specified tasks (e.g., \$X for preparation of a technical study);

Names and firms of individuals who will perform the services;

Other direct costs;

A rate schedule for any costs that are not captured in the fixed costs for the Work; and

A total not to exceed cost for the Task Order.

Changes to executed Task Orders require written agreement by both Parties.

The Firm shall not invoice the Department for services or costs that are not included in an executed Task Order.

Task Orders, including cost estimates, cannot and do not amend the Agreement.

#### Scope of Work – Tasks

The Firm shall deliver technologically, commercially and legally sufficient project management, environmental documents, and consulting services that satisfy all elements of this Scope of Work as determined by the Department. The Firm shall ensure that the Work is progressing and is properly reported and documented. The Firm agrees to provide all services as described in this Agreement, and all additional activities that do not fall under specific tasks, but which are necessary to support the tasks listed below.

#### **Task 1 – Intake**

The Firm shall perform all project management functions in support of this Scope of Work, including:

Review and evaluate incoming notices of intent (NOIs) and project applications by conducting the following:

Navigate and utilize WellSTAR.

Retrieve and review National Environmental Policy Act (NEPA) documents using the National NEPA Registry via the BLM E- Planning online portal.

Verify well locations using CalGEM's WellFinder website or similar GIS applications/software.

Review and evaluate scope of work and proposed project descriptions.

Transfer information from WellSTAR into Excel spreadsheets and databases and assist Department with internal transfer of projects between units and staff.

Consult with Department staff and provide expertise on oil and gas or geothermal operations and well construction, casing/drilling programs, and wellbore diagrams.

## **Task 2 – Responsible Agency Review**

The Firm shall perform all project management functions in support of this Scope of Work, including:

In accordance with CalGEM's CEQA Program Responsible Agency SOP, the Firm shall verify that the project applicant submitted the basic overarching information and forms needed to conduct the Responsible Agency CEQA review. The Firm shall verify that the CEQA information in WellSTAR is correct, consistent, and captures the environmental document information; the environmental document provided is the Lead Agency's previously adopted or certified environmental document; the environmental document is legible; and that the project applicant's project description, and additional information provided as part of an NOI or proposed project application, provides a rationale to complete the analysis.

### Complete RA Review Form

In accordance with CalGEM's CEQA Program Responsible Agency Review SOP, the Firm shall complete an RA Review Form to determine whether CalGEM can rely on the Lead Agency's document, or if the document is insufficient, as it pertains to the proposed project activity. This task involves the following steps:

Review and analyze the contents of the previously adopted or certified environmental document as well as its attachments and the application materials.

Determine whether the environmental document covers the proposed project.

When a proposed project is for the drilling of a new well or wells, determine that the number and type of wells is covered by the environmental document and the project is in line with the cumulative impacts identified in the document.

Evaluate the completeness of the project description in the environmental document related to the proposed project that CalGEM is considering for potential permitting,

including the Environmental Setting requirements (Cal. Code Regs. Tit. 14, § 15125) and the definition and appropriateness of the baseline; and

Review CEQA Guidelines (Cal. Code Regs. Tit. 14, §§ 15000-15387), Appendix G topics.

Determine if any additional environmental impacts within CalGEM's permitting authority, relating to the proposed project and its effects, are addressed in the document.

Determine whether additional impacts not covered in the Mitigation Monitoring Report Program (MMRP) or impacts that can be mitigated.

Identify new versions of topics in Appendix G (Environmental Checklist) of the CEQA Guidelines that are not included in the environmental document but may apply to the activities that CalGEM may permit.

Assess drilling equipment requirements and durations of use.

Review geographical location and proximity to other activities within the field and sensitive receptors (e.g., rivers and streams, residential areas, etc.)

Evaluate the significance determination of the impacts and whether they are supported by substantial evidence and technical analysis.

Evaluate the appropriateness and effectiveness of mitigation measures and the MMRP.

Assess whether any conditions may have changed from the original approval of the environmental document and note if a potential environmental issue may be present.

Recommend whether CalGEM may rely on the Lead Agency's environmental document as it pertains to the proposed project activity or whether the Lead Agency's environmental document is insufficient for the purposes of CalGEM's CEQA review of the proposed project.

#### Propose Findings of Significance

Using a CalGEM CEQA Program-developed Findings of Significance (FOS) Form, the Firm shall propose FOS when CalGEM is considering approving a proposed project and relying on a Lead Agency's certified environmental impact report (EIR). The proposed FOS are to include one or more of the following:

Changes or alterations have been required in, or incorporated into, the proposed project that mitigate or avoid the significant effect on the environment.

The changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.



Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained works, make infeasible the mitigation measures or alternatives identified in the EIR.

### Task 2 Deliverables

Completed Responsible Agency review forms and FOS forms (as applicable) for each project reviewed.

### **Task 3 – Preliminary Review**

The Firm shall perform all project management functions in support of this Scope of Work, including:

The Firm will draft legally adequate and quality preliminary reviews and associated documents pursuant to CEQA Guidelines sections 15060-15062. This will include preparing and drafting preliminary reviews, notices of exemptions, notes to file, correspondence to project applicants and Department staff, and summary documents for Department staff. The Firm will assist the Department in response to status inquiries. The firm will refer to CEQA statute and Department policies and guidance, and in cooperation with the Department, ensure defensible work products.

The Firm will review federal environmental documents when a proposed project has a federal nexus to determine if existing NEPA documents can be used in-lieu of CEQA documents. This will include review of NEPA documents, comparison of NEPA in relation to CEQA, including all topics identified in CEQA Guidelines, Appendix G, and drafting of appropriate documents including CalGEM lead agency notices for filing with OPR.

The Firm will consult with Department staff on preliminary review processes.

### Task 3 Deliverables

Prepare and Preliminary Reviews

### **Task 4 - Prepare CEQA Documents**

The Firm shall perform all project management functions in support of this Scope of Work, including:

The Firm will draft legally adequate, high-quality CEQA documents. These include documents related to addendums, initial studies, negative declarations, mitigated negative declarations, environmental impact reports, certified regulatory programs, documents required when a project is also subject to the NEPA, technical reports, and MMRPs. Drafting is not limited to the documents themselves, but includes preparing all required findings, plans, response to comments.

#### Task 4 Deliverables

Prepare and draft Addendums, Initial Studies, Negative Declarations, Mitigated Negative Declarations, subsequent documents to existing CEQA documents, and Environmental Impact Reports as directed by the Department.

Prepare and draft all types of CEQA documents, ensuring that they are legally adequate, including those documents that are necessary when a project is also subject NEPA.

Conduct all activities related to preparation of all forms, findings, plans, assessments, technical reports, and other associated documents needed to support the Department's compliance with CEQA for each project. All documents must meet with the Department's approval.

Prepare and timely file any notifications for public review of all types of CEQA documents including outreach to newspapers, libraries, and the public as outlined in the CEQA Guidelines.

Solicit and collect public comments and prepare responses to comments on draft environmental documents for the Department's review and approval.

#### **Task 5 – Review Draft CEQA Documents Prepared by Others**

The Firm shall perform all project management functions in support of this Scope of Work, including:

Review, evaluate, and provide guidance to the Department on draft CEQA documents and attachments prepared by others. Documents include but are not limited to Negative Declarations, Mitigated Negative Declaration, Environmental Impact Report, Mitigation Monitoring and Reporting Program, etc. The Firm will also evaluate and propose edits and recommendations on CEQA documents through consultation with operators and collaboration with CalGEM.

If the Firm determines the previously prepared environmental document is inadequate, the Firm will summarize its findings explaining why the document is inadequate and outline the steps it believes are appropriate to bring the environmental review into compliance with CEQA.

If the Department, exercising its independent judgment, agrees with the Firm's recommendations, a Task Order may be issued to perform all services necessary to prepare an adequate and legally defensible CEQA document to support approval of the project or permit application. These services may include, but are not limited to, subsequent or supplemental documents, or addenda.

### Task 5 Deliverables

Review draft CEQA documents prepared by others and report back to the Department in writing via electronic mail as to the Firm's opinion regarding adequacy to support the Department's approval of a project or permit application under CEQA.

Review, prepare and respond to comments on draft documents in consultation with the Department.

### **Task 6 – Tribal**

The Firm shall perform all project management functions in support of this Scope of Work, including:

Collaborate with CalGEM to perform any necessary services required to prepare legally adequate, high-quality Tribal Cultural Resources section of Draft or Final CEQA documents including: leading and attending tribal meetings in person or virtually, preparing sections of the draft CEQA Documents, informing and updating CalGEM tribal outreach team about the project, and updating or revising the tribal cultural resources section of the CEQA document.

### Task 6 Deliverables

Perform all services necessary to complete the CEQA process, including reviewing, preparing, and responding to comments on confidential draft or final documents in consultation with the Department.

### **Task 7 – Commenting Agency**

The Firm shall perform all project management functions in support of this Scope of Work, including:

Review, evaluate, and provide guidance to the Department on draft CEQA documents and attachments prepared by others. Documents include but are not limited to Negative Declarations, Mitigated Negative Declaration, Environmental Impact Report, Mitigation Monitoring and Reporting Program, etc. Following Commenting Agency Standard Operating Procedures, review, and log on the Commenting Agency Tracker, CEQA commenting agency notices received from the Department.

### Task 7 Deliverables

Draft comment letters for lead agency draft environmental documents where CalGEM will be a CEQA Commenting Agency.

Log on Commenting Agency Tracker and file on SharePoint, CalGEM commenting letters for CEQA projects.

### **Task 8 – Litigation and PRA's**

The Firm shall perform all project management functions in support of this Scope of Work, including:

Assist with research, collection, and submittal of data or project files from spreadsheets, SOPs, and project files.

Communicate information to Department staff tasked with collection of litigation or Public Records Act (PRA) request data, in the format requested, in a timely manner and by the due date.

#### **Task 8 Deliverables**

The Firm will assist the Department in responding to PRA requests and litigation discovery requirements by organizing, summarizing, and transmitting relevant documents and correspondence.

The Firm will be responsive and available for all other litigation-related matters, including depositions and court proceedings, that relate to the Firm's work products.

### **Task 9 – Contract Management and Administrative Duties**

The Firm shall perform CEQA related administrative duties, as well as all contract management and administrative duties to manage the Agreement. Contract management and administrative duties to manage the Agreement include:

In coordination with the Department, organize and hold a virtual kick-off meeting with appropriate Department staff to discuss contract management expectations, as well as for the Firm to present staffing expertise, scope, time schedule, process for performing work, and meeting deadlines.

Attend ad hoc meetings and regularly attend scheduled meetings via Microsoft Teams with the Department's Project Manager and staff to discuss progress, take direction, and other items as directed by the Task Order(s).

Provide monthly progress reports, or more frequent as requested, to the Project Manager on the Firm's and Subcontractors' progress for work assignments, including an itemized list and summary of contract expenditures by task to date.

Develop a workplan in consultation with the Department.

The workplan will include a detailed scope of work, tasks, deliverables, schedules, meetings, details, data needs, and detailed budget to complete the Task Orders.

The detailed budget will indicate the anticipated cost for the various Tasks to be assigned based on the Cost and Rate sheet.

Manage the workplan that displays tasks, time schedule, and staff assigned for each activity undertaken during the Agreement. This workplan shall be updated regularly at the direction of the Department's Project Manager.

Develop and maintain a secure website to share Agreement-related information with the Department.

CEQA-related administrative duties related to all Tasks identified in this Scope of Work include:

Follow CalGEM SOPs, guidance, templates, and forms.

Assist with creating and revising CalGEM SOPs, guidance, templates, forms, diagrams, presentation materials, and tracking tools.

Assist with research, collection, and submittal of data or project files from spreadsheets, Standard Operating Procedures, and project files.

Edit documents in line with the Department's Correspondence Guide.

Organize, create, and provide trainings.

Assist with creation and file CEQAnet filings and interface with OPR.

Professionally communicate with district engineers, DOC staff, and industry representatives.

Coordinate with other state and federal agencies as well as NGOs and other stakeholders.

Create, organize, and maintain project files in coordination with the Department and in compliance with the Departments administrative record policies.

Conduct data entry and processing.

Update internal and external websites.

Provide quality control checks of CEQA related documents and other information including but not limited to: environmental documents, notices, and other associated doc for legal adequacy, quality, and consistency with CEQA statute and CalGEM policies and guidance.

Act as project manager and assisting a project manager.

Organize, attend, and facilitate meeting, site visits, or hearings that CalGEM determines to be necessary.

Prepare and timely file legally adequate CEQA notices and documents including, but not limited to, Notices of Preparation, Notices of Intent, Notices of Completion, Notices of Determination, and Notices of Exemption.

**The Firm shall work closely with CEQA Program staff to ensure workload tracking instruments are kept up to date, will attend regular meetings to discuss status of projects and changes to procedures, and will be responsive to urgent requests from CEQA program staff.**

**Create and distribute agendas, as well as electronic and hardcopy mailings.**

#### Non-Exclusivity of Services

Notwithstanding anything to the contrary contained in this Agreement, the services described herein are not exclusive, and the Department reserves the right to enter into other agreements covering the same or similar services, or to perform the same or similar services itself or through its agents, consultants and/or other firms.

#### **Notice to Proceed**

The Department will issue a Notice to Proceed (NTP) to the Firm to commence Work after the execution of the Agreement by both Parties. No work shall be initiated by the Firm prior to the execution of the Agreement and the NTP has been provided by the Department's Project Manager.

#### **Term**

The term of this Agreement is identified in Section 2 of the Standard Agreement (STD 213). The Department will not pay for any work that occurs prior to issuance of the NTP or after the term of the Agreement.

#### **Amendments**

This Agreement may be modified by amendment with mutual consent of the Parties as to time, amount, and other provisions, to the extent allowable by law. The amendment shall be made in accordance with Section 2 of Exhibit C: GTC 04/2017. If the provisions in this section conflict with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and all necessary approvals have been obtained. No oral understanding or agreement not formally incorporated in writing into the Agreement is binding on the Parties.

The Firm shall only commence Work covered by an amendment after the amendment is executed and a NTP for the amendment has been provided by the Department's Project Manager.

## EXHIBIT A, ATTACHMENT 1: DEFINITIONS

Whenever used in this Agreement, the following terms have the definitions indicated:

**Agreement:** The contract between the Department of Conservation and the Firm.

**California Geologic Energy Management Division (CalGEM):** The California Geologic Energy Management Division of the Department.

**Commercially Useful Function:** The Department will uniformly apply best practices standards in collective consideration of Commercially Useful Function (CUF) standards set forth by 49 C.F.R. Part 26.55 (c)-(d), Government Code section 14837, California Code of Regulations title 2 section 1896.4(h), and Military and Veterans Code section 999(b)(5). A Small Business (SB), Small Business for the Purpose of Public Works (SB-PW), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), or Microbusiness (MB) is deemed to perform a CUF if the business meets the following CUF standards:

1. Performs a CUF when an SB/SB-PW/MB/DBE/DVBE is responsible for the execution of a distinct element of work of this Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved.
2. Performs work that is normal for its business services and functions.
3. Is responsible, with respect, to materials and supplies used on this Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.

A firm does not perform a CUF if the business:

1. Is an SB/SB-PW/MB/DBE/DVBE that is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of participation.
2. Is a DBE that does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

**Day or day:** Calendar day, unless otherwise noted.

**The Department, Department of Conservation:** The California Department of Conservation, which may include the Department's authorized representatives, as well as its Divisions, including CalGEM.

**Disabled Veteran Business Enterprise:** A for-profit business concern that meets the certification requirements set forth in California Military and Veterans Code section 999(b)(7), including at least 51 percent ownership by a veteran of the United States

Military who has at least a 10 percent service-connected disability. To be counted towards meeting the participation goals of this Agreement, a DVBE must (1) be certified by the California Department of General Services (DGS)' Office of Small Business and Disabled Veteran Business Enterprise Services, and (2) perform a CUF, as defined herein, in providing services or goods that contribute to the fulfillment of the contract requirements for this procurement.

**Disadvantaged Business Enterprise:** A for-profit business concern that meets the requirements of Title 49, Part 26.61 through 26.73 inclusive of the Code of Federal Regulations including at least 51 percent ownership by individuals who are both socially and economically disadvantaged. To be counted towards meeting the participation goals of this Agreement, a DBE must be certified by the California Uniform Certification Program.

**Firm:** The party entering into this Agreement with the Department.

**Grant/Cooperative Agreements:** Any Federal agreements between the Department, the United States Department of the Interior and/or other federal agency providing terms for expenditure of additional federal funds.

**Key Personnel:** The individuals identified in Exhibit A, Attachment 2 of this Agreement, subject to change as permitted under this Agreement.

**Microbusiness:** A for-profit SB concern that meets the certification requirements set forth in California Government Code section 14837(d) and California Code of Regulations title 2 sections 1896.4 (Definitions) and 1896.12 (Eligibility) including its principal office is located in California, its owners reside in California, it is not dominant in its field, and it has an average gross annual revenue of \$5 million or less over the previous three tax years. To be counted towards meeting the participation goals of this Agreement, a Microbusiness must be certified by DGS.

**Party or Parties:** Individually referring to the Department or the Firm or collectively referring to the Department and the Firm, as the context permits.

**Person:** Any individual or entity, including corporation, limited liability company, sole proprietorship, joint venture, partnership, trust, voluntary association, unincorporated organization, or governmental agency including the Department.

**Small Business:** A for-profit business concern that meets the certification requirements set forth in the California Small Business Procurement and Contract Act in California Government Code section 14837(d) and California Code of Regulations title 2 sections 1896.4 (Definitions) and 1896.12 (Eligibility) including that its principal office is located in California, its owners reside in California, and it is not dominant in its field and it has average gross annual revenue of \$15 million or less over the previous three tax years. To be counted towards meeting the participation goals of this Agreement, a Small Business must be certified by the California Department of General Services.



**Small Business for the Purpose of Public Works:** A for-profit small business that is independently owned and operated, with its principal office located in California, and with owners, officers, members/managers, partners living in California, has an average of \$37 million or less in gross annual receipts over the previous three tax years, is not dominant in its field of operations and has 200 or fewer employees. This certification is issued by the California Department of General Services.

**State:** The State of California.

**Subcontractor:** A person or entity that has been engaged by the Firm for the performance of part of the work or services described in this Agreement.

**Task Order:** All Work under this Agreement shall be performed by written, executed Task Orders (i.e., Task Orders signed by both Parties). Task Orders provide specifics and details of the Work described in this Exhibit A and a cost and rate sheet.

**Work:** All of the services, tasks, and deliverables to be provided by the Firm and its subcontractors as required under the terms of this Agreement.

**Working Day:** Monday through Friday, except for federal and/or state holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and state holidays can be found at the websites for the U.S. Office of Personnel Management and California Department of Human Resources, respectively.

**EXHIBIT A, ATTACHMENT 2: KEY PERSONNEL**

*[Insert Key Personnel identified in the SOQ]*

## **Exhibit B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **Budget Contingency Clause**

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Department shall have no liability to pay any funds whatsoever to the Firm or to furnish any other considerations under this Agreement and the Firm shall not be obligated to perform any provision of this Agreement.

After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the Department shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Department; or 2) offer an amendment to the Agreement to reflect the reduced amount.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Department program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or California State Legislature during the Agreement term, that affects the provisions, terms, or funding of this Agreement in any manner.

### **Invoicing and Payments**

Each Task Order for Work to be performed under this Agreement shall include a price negotiated and agreed to by the Parties. Task Order budgets may be established using a fixed fees for contract deliverables and/or a rate schedule. See Attachment 1 to this Exhibit B.

For services satisfactorily rendered in accordance with the terms of this Agreement (and Task Orders), and upon receipt and approval of the invoices by the Department's Project Manager, the Department agrees to compensate the Firm for actual hours worked and/or actual costs incurred.

The Firm shall not charge for invoicing or be reimbursed for the administrative act of invoicing the Department for Work performed under the Agreement.

The Department is not responsible for any costs or time expended to correct the errors, omissions, and/or negligence of the Firm, the Firm's staff, or any Subcontractor's retained by the Firm to perform the Work.

No payment shall be made in advance of services rendered.

No payment shall be made for work performed after (1) the term of this Agreement or (2) funding has been exhausted, whichever comes first. The Department will notify the Firm at least thirty (30) days in advance if funding will be exhausted.

Department of Conservation  
RFQ [2024-004] – California Environmental Quality Act Services

The total amount payable by the Department for this Agreement shall not exceed the amount on the STD 213. It is understood and agreed that this total is the maximum amount payable to the Firm and that the actual amount of Work requested by the Department, and payment therefor, may be less.

The Firm shall provide one (1) electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) days after completion of each billing period or upon completion of a task to:

Department of Conservation

715 P Street, MS 1807

Sacramento, CA 95814

Attention: Benjamin Brown

[ServiceContracts@conservation.ca.gov](mailto:ServiceContracts@conservation.ca.gov)

AND

The subject line of the electronic transmittal shall include the Agreement number and the Invoice number. The Firm shall also electronically submit one additional courtesy copy of the invoice and supporting documentation to the Department's Project Manager or designee at the email address identified in Exhibit A.

If requested by the Department, the Firm shall provide paper copies of the invoice for payment, receipts and other documentation identified in Section 3 of this Exhibit B.

The date of invoice delivery shall be the date the Department receives the electronic original copy to the Accounting Office at the email address listed in Section 2(h) of this Exhibit B.

The Department will verify and approve or disapprove the invoice item(s). If the Department does not approve invoice item(s), the Department will dispute the invoice, per the Prompt Payment Act, and provide an opportunity to the Firm to resolve the dispute.

Ten percent (10%) shall be withheld from each invoice. The amount withheld on a previous invoice shall be released upon receipt and approval of the following invoice.

### **Invoice Content**

An invoice shall consist of, but not be limited to, the following:

Contract number, the billing address of the Department, the Firm's name and address, the date of the invoice, the billing period, and the date(s) of performance.

If applicable, the Firm's loaded hourly billing rates by individual. Each invoice shall include actual hours incurred, cumulative hours incurred to date, and budgeted hours

for each individual by workplan category or task (as specified in Exhibit B, Attachment 1 and by reference to Task Orders, as applicable) during the billing period.

Actual, allowable other direct costs, including special equipment if requested by the Department, miscellaneous costs, and materials.

If applicable, an indication if the Firm is certified as a California Certified Small Business (SB), Microbusiness (MB), Small Business for the Purpose of Public Works (SB-PW), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE). Subconsultant and vendor invoices shall also indicate whether a subcontractor or vendor is an SB, MB, SB-PW, DVBE, or DBE.

By workplan category or task (as specified in Exhibit B, Attachment 1 and by reference to Task Orders, when applicable): cumulative amounts, budgeted per Task Order, billed to date, current billing, and balance of funds.

Documentation to support the progress of the Work performed during the billing period.

A narrative that documents the progress of the Work including a description of Firm's and its Subcontractors' activities performed under this Agreement during the billing period.

Subcontractors' and vendors' invoices.

The Firm shall retain supporting documentation of amounts invoiced for audit purposes available to the Department upon request. The Firm shall include appropriate provisions in each of its subcontracts/subagreements to secure adequate supporting documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.

### **Cost Principles**

Any costs for which payment has been made to the Firm that are determined by subsequent audit to be unallowable are subject to repayment by the Firm to the Department.

### **Prompt Payment Act**

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq. The date of invoice delivery shall be the Working Day the Department receives the electronic original at the email address listed in Section 2(h) of this Exhibit B.

### **Invoice Disputes**

Payments shall be made to the Firm for undisputed invoices. An undisputed invoice is an invoice submitted by the Firm for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all

deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Firm will be notified via a Dispute Notification Form, or with other written notification within fifteen (15) Working Days of receipt of the invoice; the Firm will be paid the undisputed portion of the invoice.

**Additional Work and Budget Revisions.**

If, following execution of a Task Order, it becomes evident that additional Work is required to complete the Task Order, the Firm shall immediately notify the Department's Project Manager.

No additional Work shall be started until the Department's Project Manager has authorized the need for the additional Work.

When requesting authorization to perform additional Work, the Firm must provide in writing a brief explanation justifying the need for the additional Work and a firm estimate that clearly itemizes and describes all costs associated with the additional Work, totaling the amount being requested.

Failure to follow this process will require the Department to reject the invoice for the work because it will be considered unauthorized and the Firm's remedy will be to submit a claim for payment through the Government Claims Board.

## **EXHIBIT B, ATTACHMENT 1: COST AND RATE SHEET**

### **FIRM INSTRUCTIONS FOR DEVELOPING CONTRACT COST PROPOSAL/ RATE SHEET**

The Department will work directly with the Firm and Subcontractors concerning the Agreement and the Cost Proposal/ Rate Sheet. The Firm is responsible for coordinating with its Subcontractors to develop the Cost Proposal/ Rate Sheet. The Firm is responsible for obtaining valid cost proposal/rate sheet information and/or forms from its Subcontractors and submitting that information to the Department. The Firm is required to have a designated Point of Contact to work with the Department.

#### Fixed Costs by Task

The Firm should develop a table or spreadsheet that identifies each task to be completed under the Task Order, broken up into appropriate subtasks such as environmental document(s) or technical analyses. These are fixed, not-to-exceed costs.

#### Rates for Major Cost Categories of Additional Work

The Firm may also include a table or spreadsheet that identifies the rates for additional cost categories beyond the tasks with fixed costs. Ideally, most costs will be expressed as a fixed cost, but a rate sheet may be used to cover cost categories that are not assigned to a particular fixed cost, and which are contingent or unexpected (i.e., scientific studies, travel, or other work related to satisfying CEQA). To the extent rate costs are agreed to, this section should also stipulate when the rates apply (i.e., scientific studies when local information does not exist).

**The Department's Review of Cost Proposal/Rate Sheet Form** - The Firm's Cost Proposal/Rate Sheet Form will be subject to the Department review.

1. To assist the Department personnel, the Firm shall provide a contact person's name, telephone number, and email address for the Firm and each Subcontractor.
2. For each Subcontractor, the Firm shall identify the estimated total percentage or dollar value of the Work anticipated to be performed by the Subcontractor on Form A (Schedule of Subcontractor(s)).
3. The Firm and its Subcontractors are required to provide supporting documentation for all proposed costs and rates.
4. If a revised Cost Proposal/ Rate Sheet is required of the Firm and Subcontractors as a result of audit findings and/or cost negotiations, the Firm will provide a revised Cost Proposal/ Rate Sheet with all requested revisions and a revision date. The Cost Proposal/ Rate Sheet revision date shall be the same for the Firm and Subcontractors and shall be on all pages of the revised Cost Proposal/Rate Sheet.

**EXHIBIT C: GENERAL TERMS AND CONDITIONS**

GTC 04/2017

Under the Department's standardized agreement process, a copy of Exhibit C, GTC 04/2017, is not included in the Agreement but is incorporated herein by reference. As indicated on the STD 213, a copy of Exhibit C can be found at the [Department of General Services State Contract Language Page](#).

Please contact the Department's Project Manager if you require a copy.

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## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **Contract Management**

The Firm's Project Manager is responsible for the day-to-day Work status, decisions, and communications with the Department's Project Manager. The Firm may change its Project Manager by giving written notice to the Department, but the Department reserves the right to approve any substitution of the Project Manager. This approval shall not be unreasonably withheld.

There shall be no change in the Firm's Project Manager, Key Personnel, or key members of the Firm's team, including those listed in Exhibit A, Attachment 2, without prior written approval by the Department's Project Manager. The new Key Personnel or key members of the Firm's team must have the qualifications identified in the procurement documents for this Agreement and must have qualifications equal to or greater than the qualifications of the personnel they are replacing. Approval will not be unreasonably withheld. If the Firm obtains approval from the Department's Project Manager to add or substitute personnel, the Firm must provide the written request on the Firm's letterhead, a copy of the resume for the additional or substituted personnel, along with a copy of the payroll verification for that person.

The Department, at its sole discretion, may provide written notice requiring that the Firm remove or terminate from the Agreement any personnel of the Firm, Subcontractor or supplier that the Department deems objectionable.

The Department may change its Project Manager at any time by giving written notice to the Firm without an amendment.

### **Subagreements**

For purposes of this Agreement, the provisions of this Agreement that apply to Subcontractors apply to subagreements/ subcontracts with Subcontractors, at all tiers.

Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Department and any Subcontractors, and no subcontract/subagreement shall relieve the Firm of its responsibilities and obligations under this Agreement. The Firm agrees to be fully responsible to the Department for the acts and omissions of its Subcontractors, including for persons either directly or indirectly employed by those Subcontractors, to the same extent the Firm is liable for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by the Firm. The Firm's obligation to pay its Subcontractor is an independent obligation from the Department's obligation to make payment to the Firm. As a result, the Department shall have no obligation to pay or enforce the payment of any moneys to any subcontract/subagreement.

The Firm shall perform the Work contemplated with resources available within its own organization, and no portion of the Work shall be subcontracted without written

authorization by the Department's Project Manager, except that which is expressly identified in a Task Order.

Unless specifically noted otherwise, any subcontract/subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.

The Firm shall pay its Subcontractors within seven (7) days from receipt of each payment made to the Firm by the State.

Any substitution of Subcontractors must be approved in writing by the Department's Project Manager in advance of assigning work to a substitute subcontractor. The Department can request that the Firm replace a Subcontractor for good cause, such as poor performance.

### **Settlement of Disputes**

The Parties agree to use their best efforts to resolve disputes arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

To the extent consistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in this Section 3.1 of this Exhibit D will be decided by the Department's Director, acting Director, or designee, who may consider any written or verbal evidence submitted by the Firm. The decision of the Director, acting Director, or designee, issued in writing, will be the final decision of the Department.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language, including that of the Statement of Qualifications

Neither the pendency of a dispute nor its consideration by the Director, acting Director, or designee, will excuse the Firm from full and timely performance in accordance with the terms of this Agreement.

### **Termination**

**Termination for Cause:** In accordance with Section 7 of Exhibit C: GTC 04/2017, the Department reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Firm. In the event of a breach by the Firm, the Firm may be liable to the Department for the difference between the Firm's price and the actual cost of performing the Work under a new agreement (in addition to any other remedies).

**Termination for Convenience:** Either Party may terminate this Agreement upon thirty (30) days written notice to the other.

**Termination Issues for Subcontractors, Suppliers, and Service Providers:** The Firm shall notify any Subcontractor and service or supply vendor providing services under this

Agreement of the early termination date of this Agreement. Failure to notify any Subcontractor and service or supply vendor shall result in the Firm being liable for the termination costs incurred by any Subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Department in writing.

Firm Claims Against this Agreement Under Early Termination: The Firm agrees to release the Department from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Firm of payment for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing files for return to the Department as required by Section 8 of this Exhibit D.

### **Non-Waiver**

Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.

No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

### **Headings and Rules of Construction**

The titles of sections and subsections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural,

and vice versa. Unless otherwise specified, the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

### **Stop Work**

The Department's Project Manager may, at any time, by written notice to the Firm, require the Firm to stop all or any part of the Work in this Agreement.

Upon receipt of such stop work order, the Firm shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped. The Firm shall immediately advise the Department if the stop work order creates a situation that would present a danger to the health or safety of any person. The Department shall review such information and may direct the Firm to proceed in the manner determined by the Department.

The Firm shall resume the stopped Work only upon receipt of written instruction from the Department's Project Manager canceling the stop work order.

An equitable adjustment shall be made by the Department based upon a written request by the Firm for an equitable adjustment to this Agreement in the event of a stop work order. Such adjustment request must be made by the Firm within thirty (30) days from the date of receipt of the stop work order and be supported by documentation.

### **Ownership of Data**

During the term of this Agreement, and upon completion of any and all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the Department and no further agreement will be necessary to transfer ownership to the Department. The Firm shall furnish the Department all necessary copies of data.

The Firm is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by the Department of the electronic machine readable information and data provided by the Firm under this Agreement; further, the Firm is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the Department of the Project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Firm.

Any subcontract/subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.

“Generated data” is data that the Firm has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Firm in the performance of this Agreement at the Department's expense, together with complete documentation thereof, shall be

treated in the same manner as “generated data.” “Generated data” shall be the property of the Department, unless and only to the extent that it is specifically provided otherwise in this Agreement. “Generated data,” as defined herein, shall not include proprietary data, as defined below.

“Proprietary data” is such data as the Firm has identified in a satisfactory manner as being under Firm’s control prior to commencement of performance of this Agreement, and which Firm has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to “proprietary data” shall remain with the Firm throughout the term of this Agreement and thereafter. The extent of the Department’s access to and the testimony available regarding the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate, or conclusion referred to or expressed in any deliverable for this Agreement.

### **Confidentiality of Data**

All financial, statistical, personal, technical, or other data and information relative to the Department’s operations, which is designated confidential by the Department and made available to the Firm in order to carry out this Agreement, shall be protected by the Firm from unauthorized use and disclosure. The Firm shall implement appropriate measures designed to ensure the confidentiality and security of all data and information designated confidential by the Department, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the Department, or an individual identified within the data.

The Firm shall protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates.

The Firm agrees to store all Department data, including backup data as part of its backup and recovery processes, in encrypted form, using no less than an Advanced Encryption Standard (AES) 128-bit encryption key.

Permission to disclose information on one occasion or during a public hearing held by the Department relating to this Agreement shall not authorize the Firm to disclose further such information or disseminate the same on any other occasion.

The Firm shall not comment publicly to the press or any other media regarding this Agreement or the Department’s actions on the same, except to the Department’s staff, Firm’s own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.

The Firm shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by the Department and receipt of the Department's written permission.

The Department may reasonably request that the Firm protect the confidentiality of certain data in a specified manner to ensure that confidentiality is maintained. The Firm has the right to reasonably decline the Department's request. In the event that such a request requires the Department to take steps beyond those otherwise required by this Section 9 in order for the Firm to comply, the Firm shall notify the Department as to the cost of compliance, and the Department may thereafter, in its sole discretion, direct the Firm to take such steps.

Upon the expiration or earlier termination of this Agreement, Firm shall (a) destroy all forms of Confidential Information of the Department, including any and all copies thereof, and those portions of any documents, memoranda, notes, studies and analyses prepared by the Firm that contain, incorporate or are derived from such Confidential Information and provide written certification of such destruction to the Department in a form reasonably acceptable to the Department, provided that the Firm have the right to retain one copy of any such Confidential Information for archival purposes, provided such copy shall continue to be maintained on a confidential basis subject to the terms of this Agreement, and (b) Immediately cease use of such Confidential Information as well as any information or materials that contain, incorporate, or are derived from such Confidential Information. This provision may be waived at the Department's sole discretion.

The confidentiality obligations shall survive termination of this Agreement with the Firm for a period of 35 years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the Department and its successors and assigns.

Any subcontract/ subagreement entered into as a result of this Agreement shall contain the exact text of all of the provisions of this Confidentiality of Data clause, regardless of the dollar amount of the subcontract/ sub agreement.

### **Survival**

The Firm's obligations under Exhibit D: Section 9, Confidentiality of Data; Exhibit D: Section 4, Termination, Exhibit D: Section 8, Ownership of Data; Exhibit E: Section 0, Indemnification; Exhibit E: Section 9, Insurance, to the extent such insurance is required to be maintained past the Agreement term, and any other provisions that impose an obligation of confidentiality and/or nondisclosure shall survive the termination, expiration, and/or end date of this Agreement unless otherwise stated within the provision. Subcontracts/subagreements entered into with subcontractors, regardless of dollar amount, shall contain this provision for the benefit of the Department.

### **GenAI Technology Use & Reporting**

During the term of the contract, the Firm must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. The Firm shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, The Firm shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

### **Compliance with Laws**

The Firm shall follow all applicable laws, codes, and regulations in carrying out the Work.

### **Electronic Signatures**

In accordance with the Uniform Electronic Transactions Act, California Civil Code sections 1633.1-1633.17 and State Administrative Manual Management Memo 20-07, electronic signatures or e-signatures are acceptable on contract forms, invoices, and documents and have the same legal effect or enforceability as if they were an “original” or “wet” signature. The Department and the Firm signatories must have unequivocally approved the same document.

### **Counterparts**

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party's signature, or any digital signature of a Party, which complies with the Uniform Electronic Transactions Act, shall be deemed to be an original signature for all purposes.

### **Severability**

This provision is in addition to the Unenforceable Provision requirements contained in Exhibit C: GTC 04/2017. If this provision conflicts with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause. If any provision of this Agreement is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect; provided that in such event the Parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable and comes as close as reasonably possible to expressing or achieving the intent of the Parties with regard to the original provision. Upon agreement of the Parties, this Agreement shall be amended by a signed writing, as set forth in Section 0 of Exhibit A, to incorporate the substitute language.

### **Entire Agreement**

This Agreement, with its Exhibits and Attachments stated on the STD 213 represents the entire and integrated agreement between the Department and the Firm, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof.

### **Submittal Requirements**

When this Agreement requires the Firm to give invoices, reports, or other documents to the Department, the Firm must use email unless this Agreement specifically requires that the document be sent by mail. All email must contain the Agreement number and the Firm's name in the subject line. The Department may at any time designate new systems and processes for use by Firm to make available or provide such submittals and information to the Department, which Firm shall use as directed by the Department.

### **Standards of Conduct**

The Firm shall maintain a satisfactory standard of employee competency, appearance, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.

### **Firm Name Change and Assignment**

#### **Name or Business Entity Change**

An amendment to this Agreement is required to change the Firm's name or business entity as specified in this Agreement. Upon receipt of legal documentation of a name or business entity change, the Department may process a formal written amendment to this Agreement to reflect the change. The Department reserves the right to deny the amendment if the Department is not satisfied the new entity can perform in the same manner as the prior entity. Invoices for Work under the new name or business entity shall not be paid prior to execution of a written amendment.



The Firm will notify the Department if its address changes, but such change will not require a contract amendment.

### **Assignment**

This Agreement is not assignable by the Firm, either in whole or in part, without the consent of the Department in the form of an approved written amendment to this Agreement. Upon receipt of official documentation justifying an assignment (e.g., certified filing from the California Secretary of State, sales agreement signed by both Parties, Notice of Assignment signed by both Parties), the Department may process a formal written amendment to assign this Agreement. The Firm must continue to provide all work/services required under this Agreement prior to execution of a written amendment to this Agreement for an assignment. Invoices for services performed prior to execution of a written amendment to this Agreement for an assignment must be submitted under the assigning Firm's name as currently specified in this Agreement in order to be paid.

## **EXHIBIT E: ADDITIONAL PROVISIONS**

### **Order of Preference**

The Work to be performed under this Agreement shall be in accordance with the Scope of Work as detailed in Exhibit A, and the Firm's Statement of Qualifications (SOQ) received, which is attached hereto. All documents listed in this Section below are specifically incorporated by reference into this Agreement. In the event of any inconsistencies or ambiguities in this Agreement, the following documents shall be used to interpret the Agreement in the order of precedence stated:

1. Terms of this Agreement and any amendments.
2. Approved Task Orders.
3. Firm's SOQ received [INSERT DATE] [, including Firm's Clarification(s)].
4. Request for Qualifications No. [INSERT DATE], including [Addendum XX] dated [INSERT]].

### **Indemnification**

2.1 Firm agrees to indemnify, defend, and hold harmless the Department, State of California, their officers, agents, and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence or wrongful acts, errors, or omissions of the Firm. The Firm will reimburse the Department for any expenditure, including reasonable attorney fees incurred by the Department in defending against claims ultimately determined to be due to negligent or wrongful acts, errors, or omissions of the Firm. The Firm's indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors, or omissions of the Firm, or those under the Firm's control, with regard to such third parties.

2.2. The Firm shall not be responsible for or obligated to indemnify the Department from claims, demands, costs, or liability to the extent caused by the Department's active negligence or sole negligence.

2.3. This provision is in addition to the Indemnification requirements contained in Exhibit C: GTC 04/2017. If this provision conflicts with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause.

### **Access to Records**

The Department staff and/or its representatives shall have reasonable access to all sites and records related to this Agreement.

### **Force Majeure**

Except for defaults of subcontractors, neither Party shall be responsible for delays nor failures in performance resulting from acts beyond the control of the offending Party.

Such acts shall include Acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Firm shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Firm arises out of a default of its subcontractor, and if such default arises out of the following:

Causes beyond the control of both the Contractor and subcontractor, and

Without the fault or negligence of either of them

However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule, the Contractor and its subcontractors will be held liable for damages of such delay or failure.

### **Standard of Care**

The Contractor, in performing its professional services under this Agreement, owes the Department the following duties of care (the Contractor's "Standard of Care"):

The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances; and,

The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and,

The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

### **Damages Due to Errors and Omissions**

6.1 The Firm shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. The Firm may be liable for the Department's costs resulting from errors or deficiencies in designs or other work product furnished under this Agreement.

6.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the Department's Project Manager (with the advice of technical personnel) shall consider the extent to which the Firm may be reasonably liable.

6.3 The Department's Project Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Department's interest. The Department's Project Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the Firm.

### Legal Notice

7.1 This clause is not intended to apply to normal, daily communication between the Parties related to the progress of Work. This clause applies to situations where notice is required to be given by the Agreement or the Parties are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.

7.2 Any communication, notice, or demand of any kind whatsoever which any Party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Firm Name:	Department: Justin Turner
Title:	Title: Chief Counsel
Company:	Company: California Department of Conservation
Address:	Address: 715 P Street Sacramento, CA 95814
Telephone:	Telephone: (916) 323-6733
Email:	Email: <a href="mailto:Justin.Turner@conservation.ca.gov">Justin.Turner@conservation.ca.gov</a>

7.3 The Project Managers identified in Exhibit A, Section 1.2 shall be notified by email when a notice is sent.

7.4 Notice shall be effective when received unless a legal holiday for the state commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next Working Day.

### Licenses and Permits

8.1 The Firm shall be registered with the California Secretary of State to do business in California and shall obtain at its sole expense all license(s), certification(s),

registration(s), and permit(s) required by law, including professional licenses and registrations, Certificates of Good Standing, and so forth, for accomplishing the Work required in connection with this Agreement.

8.2 If the Firm is located within the State of California, a business license or tax payment confirmation from the city/county in which the Firm is headquartered is necessary if so required to conduct business in that city/county. A copy of the entity documents filed with the California Secretary of State's Office and a Certificate of Good Standing must also be submitted. If the Firm's headquarters are located outside of the State of California, the Department requires a copy of a Certificate of Good Standing (or that state's equivalent documentation) from the entity's state of formation showing that the entity is in good standing in that state, and a Certificate of Good Standing from the California Secretary of State as proof of registration as a foreign corporation qualified to do business in California.

8.3 In the event any license(s), certification(s), registration(s), and/or permit(s) expire at any time during the term of this Agreement, the Firm agrees to provide the Department a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Firm fails to keep in effect at all times all required license(s), certification(s), registration(s), and permit(s), the Department may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

8.4 The license numbers of all personnel doing Work for which a license is required in the Business and Professions Code is required shall be listed on the Task Order for the applicable Work.

8.5 In accordance with the Assignment Clause in Exhibit C, GTC 04/2017, Section 3, all services included in this Agreement requiring a license, certification or registration may not be assigned or transferred by Firm to any other entity, including a parent or subsidiary, without the express written consent of the Department's Project Manager and approval of the Department's Chief Counsel. If applicable, a limited liability company must be able to perform the scope of work or professional services in the Agreement in compliance with California law.

8.6 All Work to be performed that requires professional licensure under the laws of the State of California shall, at all times, be performed by, or under the responsible direction and control of, a professional properly licensed under the laws of the State of California and in good standing.

8.7 All Subcontractors shall be appropriately licensed for the Work they are conducting if licensing would be required of the Firm for that Work.

## **Insurance**

Without limiting the Firm's indemnification obligations to the Department, and prior to commencement of the Work, the Firm shall obtain, provide, and maintain at its own

expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to the Department.

### **Workers' Compensation Insurance**

The Firm shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1 million.

Coverage must contain a waiver of subrogation endorsement naming the Department and its officers, officials, employees, and agents as an endorsee under the workers' compensation policy.

### **General Liability Insurance**

The Firm shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1 million per occurrence and \$2 million general aggregate, for bodily injury, personal injury, and property damage, including blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

Coverage must contain additional insured and waiver of subrogation endorsements naming the Department and its officers, officials, employees, and agents as an additional insured/endorsee under the general liability policy. This additional insured provision shall also apply to any excess liability policies.

### **Automobile Liability Insurance**

The Firm shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Firm arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1 million combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

Coverage must contain additional insured and waiver of subrogation endorsements naming the Department and its officers, officials, employees, and agents as an additional insured/endorsee under the automobile liability policy. This additional insured provision shall also apply to any excess liability policies.

### **Professional Liability (Errors & Omissions) Insurance**

The Firm shall cause to be obtained and maintained professional liability insurance that covers the Work to be performed in connection with this Agreement, in the minimum amount of than \$1 million per occurrence and \$3 million policy aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement.

### **Other Provisions or Requirements**

The following provisions apply to all insurance required under the Agreement unless otherwise stated.

### **Proof of Insurance**

The Firm shall provide certificates of insurance to the Department as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance policies, certificates and endorsements must be approved by the Department's Project Manager prior to commencement of Work. Current certification of insurance shall be kept on file with Department at all times during the term of this Agreement. The Department reserves the right to require complete, certified copies of all required insurance policies, at any time.

### **Duration of Coverage**

The Firm shall procure and maintain, for the duration of the Agreement, on a yearly basis, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Firm, its agents, representatives, employees or subcontractors. The Firm agrees to maintain professional liability insurance for a period of no less than five (5) years after completion of the Work (a tail on the policy would be acceptable).

### **The Department's Right of Enforcement**

In the event that any policy of insurance required under this Agreement does not comply with these specifications or is canceled, not replaced, or has its limits eroded by other claims, the Department has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Department will be promptly reimbursed by the Firm or the Department will withhold amounts sufficient to pay the premium from the Firm's payments. In the alternative, the Department may terminate this Agreement.

### **Acceptable Insurance**

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Department's Project Manager.

### **Waiver of Subrogation**

Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this Agreement, except for professional liability, shall specifically allow the Firm or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss or, in the alternative, shall be endorsed to waive

subrogation against the Department, its elected or appointed officers, agents, officials, employees, and volunteers. The Firm hereby waives its own right of recovery against the Department and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

### **Enforcement of Agreement Provisions (non estoppel)**

The Firm acknowledges and agrees that any actual or alleged failure on the part of the Department to inform the Firm of non-compliance with any requirement under this Agreement, does not impose any additional obligations on the Department and does not waive any rights of the Department hereunder.

### **Requirements Not Limiting**

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. All insurance coverage and limits provided by the Firm and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

### **Notice of Cancellation**

The Firm agrees to oblige its insurance agent or broker and insurers to provide to the Department a minimum of thirty (30) days' notice of cancellation (except for nonpayment, for which ten (10) days' notice is required), material change in coverage, or nonrenewal of coverage for each required coverage.

### **Additional Insured Status**

The general liability and auto liability policies shall provide or be endorsed to provide the Department and its officers, officials, employees, and agents with additional insured status. This provision shall also apply to any excess liability policies.

### **The Department's Right to Revise Specifications.**

The Department reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Firm ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Firm, the Department and Firm may renegotiate the Firm's compensation.



### **Self-Insured Retentions**

The Department reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Firm ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Firm, the Department and Firm may renegotiate the Firm's compensation.

### **Timely Notice of Claims**

The Firm shall give the Department prompt and timely notice of claims made or paid, or lawsuits instituted, that arise out of or result from the Firm's performance, and that involve or may involve coverage under any of the required liability policies.

### **Additional Insurance**

The Firm shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which, in its own judgment, may be necessary for its proper protection and performance of the Work.

### **Subcontractors**

To the extent that the Firm engages the services of Subcontractors, the Firm agrees to require the same insurance as required of the Firm, except as to limits. The limits of insurance for Subcontractors shall be no more than \$1 million each occurrence and in the aggregate for each coverage for which a limit is specified above.

### **Computer Software**

If software usage is an element of performance under this Agreement, the Firm certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

Software utilization is expected as a standard part of performance of the Work and typical business operations. Firm shall be responsible for all necessary acquisition, operation and maintenance of computer software utilized as part of the ordinary course of Firm's business. Purchase of software that is not considered within the ordinary course of business shall be subject to advance written approval by the Department.

### **Firm / Subcontractor Equipment**

The Firm agrees that the Department shall not be liable for or responsible for any damage, loss, or repair, including normal wear and tear, to the Firm's or Subcontractor's equipment, including, but not limited to, damage, loss, or repair of the equipment during movement to, from or between locations, whatsoever the cause whether through Department's sole or joint negligence or fault during existence of the Agreement.

### **Equipment Rental Agreements**

The State shall not be responsible for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.

### **Ownership/Inventory/Disposition of State Equipment**

The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the Firm where such expense is charged to and/or reimbursed from Agreement funds.

No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the Department. All equipment of any kind, purchased or reimbursed with Agreement funds or furnished by the Department under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered the property of the Department.

The Department may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Firm's invoice to the Department, or require the Firm to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Department with no expense to the Department.

The Firm shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (State Administrative Manual section 8600). A copy of the inventory record must be submitted to the Department upon request.

### **Contingent Fee**

The Firm warrants by execution of this Agreement, that no Person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Firm for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the Work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic

Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The Firm represents that it is not a target of Economic Sanctions. Should the Department determine the Firm is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination by the Department.

**FORM/CERTIFICATION 1: REQUIRED FORMS AND CERTIFICATIONS CHECKLIST**

A complete proposal package should include all the items identified below.

Complete and return this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments should be returned, completed, and signed.

Form/Certification	Form/Certification Name
<input type="checkbox"/> 1	Required Form/Certification Checklist (this page or a copy of this page)
<input type="checkbox"/> 2	Bid/Bidder Certification Sheet
<input type="checkbox"/> 3	Bid/Bidder Declaration
<input type="checkbox"/> 4	California Civil Rights Laws Certification
<input type="checkbox"/> 5	Disabled Veterans Business Enterprise Declarations (STD 843)
<input type="checkbox"/> 6	Darfur Act Certification
<input type="checkbox"/> 7	Iran Certification Act
<input type="checkbox"/> 8	Small Business Preference and Certification Request (STD 811)
<input type="checkbox"/> 9	CCC 04/2017 and STD 204
<input type="checkbox"/> 10	Generative Artificial Intelligence Reporting & Factsheet (STD 1000)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**FORM/CERTIFICATION 2: BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet shall be signed (original signature) and returned. By signing this Certification Sheet, the Firm is declaring that:

All required attachments are included with this certification sheet.

The signature affixed hereon and dated certifies compliance with all the requirements of this solicitation.

The signature below is the authorized signer and authorizes the verification of this certification.

1. Company Name	2. Telephone Number  (   )	3. Email Address
4. Address		
5. Indicate your organization type:		
Indicate the applicable employee and/or corporation number:		
6. Federal Employee ID No. (FEIN)	7. California Corporation No.	
8. Indicate applicable license and/or certification information:		
9. Bidder's Name (Print)	10. Title	
11. <b>Signature</b>	12. Date	
13. Are you, or a subcontractor providing at least 25% (twenty five percent) of the work on this contract certified with the Department of General Services, Office of Small Business or Disabled Veteran Business Enterprise as:		

California Small Business

Yes  No

If yes, enter certification number:

b. Disabled Veteran Business Enterprise

Yes  No

If yes, enter your service code below:

**NOTE:** A copy of your Certification is required to be included if either of the above items is checked "Yes".

Date application was submitted to OSDS, if an application is pending:

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 3, 4	Shall be completed. These items are self-explanatory.
5	<p>A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.</p> <p>A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.</p> <p>A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.</p> <p>The other option would consist of non-sole proprietorships, partnerships, or corporations.</p>
6	Enter your federal employee tax identification number.
7	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
8	<p>Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license, when required.</p> <p>Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license, when required.</p>
9, 10, 11, 12	Shall be completed. These items are self-explanatory. Signature REQUIRED.
13	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both,

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Item Numbers	Instructions
	place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.



**FORM/CERTIFICATION 3: BID/BIDDER DECLARATION**

Complete the Bid/Bidder Declaration by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

Department of Conservation  
RFQ [2024-004] – California Environmental Quality Act Services

State of California—Department of General Services, Procurement Division  
GSPD-05-106 (REV 08/09) Verbal Version

**BIDDER DECLARATION**

**1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):  or None  (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes  No  (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes  No   
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes  No  N/A

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

**3. CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
Page  of

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State of California—Department of General Services, Procurement Division  
GSPD-05-106 (REV 08/09) Instructions for Verbal Version

### BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
  - Small Business (SB)
  - Nonprofit Veteran Service Agency (NVSA)
  - Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

- 1.c. This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

3. Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

**FORM/CERTIFICATION 4: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Complete the California Civil Rights Laws Certification by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**FORM/CERTIFICATION 5: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (STD 843)**

Bidder shall complete the Disabled Veteran Business Enterprise Declarations (STD 843) if a Disabled Veteran Business Enterprise (DVBE) contractor or subcontractor will provide materials, supplies, services, or equipment. An electronic fillable version can be accessed through the [Department of General Services' website](#).

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

STD. 843 (Rev. 5/2006)

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

**SECTION 1**

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_

(FOR STATE USE ONLY)

**SECTION 2**

**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
 (Printed Name of DV Owner/Manager) \_\_\_\_\_ (Signature of DV Owner/ Manager) \_\_\_\_\_ (Date Signed)

\_\_\_\_\_  
 (Printed Name of DV Owner/Manager) \_\_\_\_\_ (Signature of DV Owner/Manager) \_\_\_\_\_ (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
 (If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**SECTION 3**

**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

\_\_\_\_\_  
 (Printed Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date Signed)

\_\_\_\_\_  
 (Address of Owner) \_\_\_\_\_ (Telephone) \_\_\_\_\_ (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
 (Printed Name of DV Manager) \_\_\_\_\_ (Signature of DV Manager) \_\_\_\_\_ (Date Signed)

**FORM/CERTIFICATION 6: DARFUR ACT CERTIFICATION**

Bidders that currently, or within the previous three (3) years have had business activities or other operations outside of the United States shall complete the Darfur Act Certification.

Bidders may complete the Darfur Act Certification by following the instructions below.

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	



**FORM/CERTIFICATION 7: IRAN ACT CERTIFICATION**

Complete the Iran Act Certification by following the instructions below. An electronic fillable version can be accessed through the [Department of General Services' website](#).

IRAN CONTRACTING ACT

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**FORM/CERTIFICATION 8: SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST (STD 811)**

Bidder shall complete the Small Business Preference and Certification Request (STD 811) if a Public Works Certified Small Business contractor or subcontractor will provide materials, supplies, services, or equipment. An electronic fillable version can be accessed through the [Department of General Services' website](#).

Print

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES  
 OFFICE OF PROJECT MANAGEMENT BRANCH

**SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST**  
*(For Construction Contractors Only)*

STD. 811 (REV 12-2007)

**READ BEFORE SIGNING**  
*(THIS REQUEST MUST REMAIN WITH THE BID PACKAGE)*

- **1. PENALTY ASSESSMENT**  
 A business will be assessed a penalty and be ineligible to transact any business with the Department for furnishing incorrect information. (Title 2 of the California Code of Regulations)
  
- **2. PUBLIC WORKS AGREEMENTS EXCEEDING \$100,000 AND REQUIRING TYPE "A" OR "B" CONTRACTORS LICENSE.**  
 On public works agreements where the lowest responsible bid exceeds \$100,000, and the work to be performed requires a type "A" or "B" contractor's license and two or more subcontractors will be used, preferences shall only be granted to those small business bidders who certify, under penalty of perjury, that at least fifty percent (50%) of subcontractors utilized on the job are certified small businesses. In meeting the 50% requirement, bidders may use certified small business and/or small businesses that have applied for certification no later than 5:00 P.M. on the bid opening date and are subsequently granted certification. The 50% small business subcontractor utilization level shall be maintained through the term of the contract.
  
- **3. JOINT BIDDERS/COMBINATION BIDDERS**  
 Bidders bidding jointly or as a combination of several business organizations are especially cautioned that such bidders must be jointly licensed and approved in the form and style in which the bid is executed.
  
- **4. NAME STYLE**  
The Small Business Preference and Certification Request must be signed in the same name style in which the bidder is licensed by the Contractors' State License Board.

BIDDER'S(S) LEGAL NAME STYLE	FEDERAL EMPLOYER IDENTIFICATION NUMBER
OSDC CERTIFICATION NUMBER	

**CERTIFICATION**

- **5. The undersigned hereby requests preference as a "SMALL BUSINESS" and further certifies under perjury, that the firm still meets the requirements of Section 1896(L) Title 2 of the California Code of Regulations. A completed form STD.812 meeting all applicable requirements must be on file in the Office of Small Business and DVBE Certification (OSDC) by 5:00 p.m. of the bid opening date. The form STD. 812 may be obtained from the OSDS Office at 707 Third Street, First Floor, Room 1-400, West Sacramento, CA 95605 or can be downloaded at [www.pd.dgs.ca.gov/smbus/paperapp.htm](http://www.pd.dgs.ca.gov/smbus/paperapp.htm)**

BIDDER'S SIGNATURE	DATE SIGNED

- **6. BIDDERS RECEIVING BOND ASSISTANCE**  
 In the event the bidder has received assistance in obtaining bonding for this project, he/she shall set forth the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

NAME OF FIRM PROVIDING BONDING ASSISTANCE

---

NATURE OF FIRM PROVIDING BONDING ASSISTANCE

---

SUBCONTRACTOR ASSISTANCE

YES - Percentage   NO

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**FORM/CERTIFICATION 9: CCC 04/2017 AND STD 204**

Please complete and submit the [CCC 04/2017 form](#) located the [Department of General Services website](#). Also complete and submit the [STD 204](#) form located the [Department of General Service website](#).

**FORM/CERTIFICATION 10: GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING AND FACTSHEET (STD 1000)**

Bidder shall complete the GenAI Reporting and Factsheet. An electronic fillable version can be accessed through the [Department of General Services' website](#).

## Generative Artificial Intelligence (GenAI) Reporting and Factsheet

### Section 1: Bidder / Offeror / Contractor Information

Solicitation / Contract		Number Bidder ID / Vendor ID (optional)	
Business Name		Business Telephone Number	
Business Address	City	State	Zip Code

### Contract / Description of Purchase

--

### Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")?  Yes  No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

<b>1. GenAI Model Name, LLM Version (including number of parameters) &amp; list ALL model names/owners for the solution or offering</b>	
---	--

<b>2. (GenAI powered, or driven), applications / product owner</b>	
<b>3. Product Description</b>	
<b>4. Use Case(s)</b>	
<b>5. Intended Information Domain</b>	
<b>6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.</b>	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

	
---	--

Signature

Date

Submit completed form to the awarding department

## GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
  - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
  - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. (GenAI powered, or driven), applications/product owner:
  - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
  - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
  - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
  - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
  - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
  - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
  - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
  - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
  - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
  - a. The signatory for the Contract shall also sign the STD 1000